

Exhibit A-13

United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC PDR Station, P.O. Box 5076 New York, NY 10150-5076		PROOF OF CLAIM	
In Re: Lehman Brothers Holdings Inc., et al. Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)		
Name of Debtor Against Which Claim is Held Lehman Brothers Financial Products Inc.	Case No. of Debtor 08-13902		
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503. Additionally, this form should not be used to make a claim for Lehman Programs Securities (See definition on reverse side.)		THIS SPACE IS FOR COURT USE ONLY	
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) Stonehill Offshore Partners Limited c/o Stonehill Capital Management LLC 885 Third Avenue, 30th Floor New York, NY 10022 Attn: Paul D. Malek, Esq. Telephone number: 212-739-7474 Email Address: pmalek@stonehillcap.com		<input checked="" type="checkbox"/> Check this box to indicate that this claim supersedes a previously filed claim. Court Claim Number: 19906 (If known) Filed on: 09/21/2009	
Name and address where payment should be sent (if different from above) Telephone number: Email Address:		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
1. Amount of Claim as of Date Case Filed: \$ 86,659,892.26 If all or part of your claim is secured, complete Item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete Item 5. If all or part of your claim qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9), complete Item 6. <input type="checkbox"/> Check this box if all or part of your claim is based on a Derivative Contract.* <input type="checkbox"/> Check this box if all or part of your claim is based on a Guarantee.* *IF YOUR CLAIM IS BASED ON AMOUNTS OWED PURSUANT TO EITHER A DERIVATIVE CONTRACT OR A GUARANTEE OF A DEBTOR, YOU MUST ALSO LOG ON TO http://www.lehman-claims.com AND FOLLOW THE DIRECTIONS TO COMPLETE THE APPLICABLE QUESTIONNAIRE AND UPLOAD SUPPORTING DOCUMENTATION OR YOUR CLAIM WILL BE DISALLOWED. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of interest or additional charges. Attach itemized statement of interest or charges to this form or on http://www.lehman-claims.com if claim is based on a Derivative Contract or Guarantee.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim: <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries or commissions (up to \$10,950), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other -- Specify applicable paragraph of 11 U.S.C. § 507(a)(____). Amount entitled to priority: \$ _____	
2. Basis for Claim: Prime brokerage agreement (see attachment) (See instruction #2 on reverse side.)		FOR COURT USE ONLY	
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)			
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____			
6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9): \$ _____ (See instruction #6 on reverse side.)			
7. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 8. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. Attach redacted copies of documents providing evidence of perfection of a security interest. (See definition of "redacted" on reverse side.) If the documents are voluminous, attach a summary. DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:			
Date: 7/29/14	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  Paul Malek, General Counsel, Stonehill Capital Management LLC		
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.			

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Items to be completed in Proof of Claim form

Name of Debtor, and Case Number:

YOU MUST INDICATE THE SPECIFIC DEBTOR AGAINST WHICH YOUR CLAIM IS ASSERTED, INCLUDING THE THE NAME OF THE DEBTOR AND THE RELATED CASE NUMBER (DEBTORS AND CASE NUMBERS LISTED BELOW), IN THE SPACE ALLOTTED AT THE TOP OF THE CLAIM FORM.

08-13555	Lehman Brothers Holdings Inc.	08-13905	CES Aviation LLC
08-13600	LB 745 LLC	08-13906	CES Aviation V LLC
08-13885	Lehman Brothers Commodity Services Inc.	08-13907	CES Aviation IX LLC
08-13888	Lehman Brothers Special Financing Inc.	08-13908	East Dover Limited
08-13893	Lehman Brothers OTC Derivatives Inc.	09-10108	Luxembourg Residential Properties Loan Finance S.a.r.l.
08-13899	Lehman Brothers Derivative Products Inc.	09-10137	BNC Mortgage LLC
08-13900	Lehman Commercial Paper Inc.	09-10558	Structured Asset Securities Corporation
08-13901	Lehman Brothers Commercial Corporation	09-10560	LB Rose Ranch LLC
08-13902	Lehman Brothers Financial Products Inc.	09-12516	LB 2080 Kalakaua Owners LLC
08-13904	Lehman Scottish Finance L.P.	08-13664	PAMI Statler Arms LLC

If your Claim is against multiple Debtors, complete a separate form for each Debtor.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4, 5 and 6. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4. Secured Claim:

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9)

State the value of any goods received by the debtor within 20 days before the date of commencement in which the goods have been sold to the debtor in the ordinary course of the debtor's business.

7. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

8. Documents:

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

Lehman Brothers Holdings Claims Processing
c/o Epiq Bankruptcy Solutions, LLC
FDR Station, PO Box 5076
New York, NY 10150- 5076

Secured Claim Under 11 U.S.C. §506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. §507(a)

Priority claims are certain categories of unsecured Claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

Derivative Contract

A contract that is any of (i) a "swap agreement" as such term is defined in section 101(53B) of the Bankruptcy Code or (ii) a "forward contract" as such term is defined in section 101(25) of the Bankruptcy Code. A cash-market purchase or sale of a security or loan (i.e. any purchase or sale of a security or loan for settlement within the standard settlement cycle for the relevant market), exchange-traded future or option, securities loan transaction, repurchase agreement in respect of securities or loans, and any guarantee or reimbursement obligations which would otherwise be included in the definition of such terms in the Bankruptcy Code shall not be considered a Derivative Contract for the purposes of this definition nor shall any notes, bonds, or other securities issued by the Debtors or their affiliates (including, but not limited to, Lehman Brothers Holdings Inc., Lehman Brothers Treasury Co. B.V., Lehman Brothers Bankhaus AG, Lehman Brothers Holdings plc, Lehman Brothers Securities N.V., and Lehman Brothers (Luxembourg) Equity Finance S.A.).

Guarantee

A promise, representation or agreement to answer for the payment of some debt or the performance of some duty in case of the failure of another person or entity who is liable in the first instance.

Lehman Programs Securities

Lehman Programs Securities means those securities included on the Lehman Programs Securities list available on <http://www.lehman-docket.com> as of July 27, 2009.

INFORMATION

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (<http://www.lehman-docket.com>) to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

ATTACHMENT TO PROOF OF CLAIM OF
STONEHILL OFFSHORE PARTNERS LIMITED

Stonehill Offshore Partners Limited ("Claimant") hereby files this claim (the Proof of Claim Form together with this Attachment are referred to herein as the "Claim") in the chapter 11 case of Lehman Brothers Financial Products Inc. (the "Debtor") and, in support of the Claim, represents as follows:

Background

1. Claimant is a private investment fund organized as an exempted company under the laws of the Cayman Islands. Stonehill Capital Management LLC ("SCM") is Claimant's investment adviser and an authorized signatory for Claimant.
2. Prior to the commencement of these chapter 11 cases, Claimant had various business relationships with and was party to a number of agreements with the Debtor and its affiliates. A description of certain of these business relationships and agreements and the claims of Claimant against the Debtor arising thereunder is set forth below.¹

Prime Brokerage

3. Lehman Brothers Inc. ("LBI"), an affiliate of the Debtor currently in a liquidation proceeding (the "SIPA Proceeding") under the Securities Investment Protection Act of 1970, as amended ("SIPA"), was Claimant's sole prime broker until September 17, 2008, two days before commencement of the SIPA Proceeding. Claimant was party to a Customer Account Prime Brokerage Agreement (Account No.: 732-40125) (the "PB Agreement") between Claimant and LBI "as signatory for itself and as agent for the affiliates named

¹

Stonehill Institutional Partners, L.P., an affiliate of Claimant, was also a party to a number of agreements with the Debtor and its affiliates and has filed separate proofs of claim in these cases. SCM was a signatory for Claimant for various agreements in its capacity as investment adviser and authorized signatory of Claimant.

herein." The PB Agreement (Paragraph 1) provides that the parties to the PB Agreement consist of Claimant and "Lehman Brothers Inc., Lehman Brothers International (Europe), Lehman Brothers Finance S.A., Lehman Brothers Special Financing Inc., Lehman Brothers Holdings Inc. ("LBHI") and any of their subsidiaries, parents, affiliates, divisions, officers, directors, agents and employees now existing or hereafter created." Such entities are defined as and referred to throughout the PB Agreement collectively and interchangeably as "Lehman Entities" and "Lehman Brothers" and are referred to interchangeably in this Claim as "Lehman Entities" or "Lehman Brothers" (which terms include the Debtor).

4. Although paragraph 21 of the PB agreement refers specifically to "LBI" in connection with prime brokerage services, LBI acted as agent for and signed on behalf of the other Lehman Entities in that capacity. Paragraph 4 of the PB Agreement states that the Claimant "and Lehman Brothers intend this agreement to be a master netting agreement," which is an additional indication that the parties intended all Lehman Entities to share in the benefits and burdens of the PB Agreement. In the LBI Trustee's Preliminary Investigation Report and Recommendations, dated August 25, 2010 (the "Trustee's Report"), the Trustee noted that prime brokerage customer account agreements "included all Lehman entities as parties for certain purposes such as subjecting property in the account to claims and liens." (Trustee's Report at p. 46). By becoming parties to the PB Agreement and availing themselves of the benefits of the PB Agreements, including by imposing claims and liens on customer property, the Debtors and other Lehman Entities also obligated themselves under such agreement on a joint and several basis with LBI.

5. Thus, the Debtor and its affiliated debtors and debtors-in-possession were parties to the PB Agreement. LBHI had the ability to influence and control LBI, its wholly-

owned subsidiary, as well as the other Lehman Entities including with respect to the Lehman Entities' obligations under the Prime Brokerage Agreement. Having reaped the benefits of the PB Agreement, LBHI, the Debtor and its affiliated debtors-in-possession must remain bound by their obligations and liabilities thereunder. As a party to the PB Agreement, the Debtor is fully liable for all amounts owed to Claimant in connection with the PB Agreement. A copy of the PB Agreement is attached to this Claim as Exhibit A.

6. As Claimant's sole prime broker and pursuant to the PB Agreement, LBI had custody of a substantial portion of Claimant's assets, including both cash and securities, and was "responsible for settling trades executed on [Claimant's] behalf by [Claimant's] executing broker(s)." (PB Agreement, Paragraph 21(b)). In addition, the PB Agreement authorized "Lehman Brothers to lend either to itself or to others any securities held by Lehman Brothers in any of [Claimant's] accounts" but provided that Claimant "will be entitled to receive all distributions, including, but not limited to, cash . . . made on or in respect of any loaned, pledged, repledged, hypothecated or rehypothecated securities." (PB Agreement Paragraph 19). As a regulated broker dealer and by virtue of course of conduct among the parties, industry practice and custom, and an implied duty of good faith and fair dealing, LBI (as well as the other Lehman Entities) also had obligations implied by law to Claimant not specifically enumerated in the PB Agreement. The failure of LBI to return Claimant's cash and securities therefore constituted a breach of the PB Agreement by the Debtor and the other Lehman Entities.

7. On January 26, 2009, Claimant filed a proof of claim in the SIPA Proceeding asserting various claims – categorized as “components” of the claim against LBI under SIPA (the “SIPA Claim”). A copy of the SIPA Claim is attached to this Claim as Exhibit B.

Between the commencement of the SIPA Proceeding and the date of this Amendment, virtually all of Claimant's securities and cash held at LBI have been returned to Claimant pursuant to a Notice of SIPA Trustee's Determination of Claim (SIPA Claim No. 900002114) dated March 23, 2010 (as corrected on June 4, 2010), Schedule A to the SIPA Trustee's Distribution Notice dated June 27, 2013 (as corrected on August 22, 2013), and a Declaration, Release and Assignment entered into by Claimant on September 5, 2013 (collectively, the "SIPA Claim Determination").

8. Pursuant to the SIPA Claim Determination, all of the components of the SIPA Claim have been resolved other than Component 8, which represents an aggregate of \$6,135,929.26 in losses as of September 19, 2008, on foreign currency hedges entered into under the PB Agreement,² and component 10, pursuant to which Claimant fully reserved the right to seek interest that may be payable or claimable on cash balanced, additional misdirected wires, and/or other amounts that may have been received by LBI or other Lehman Entities. Component 8 of Claimant's SIPA claim arising from foreign currency hedges has not yet been admitted as a general unsecured claim in LBI's SIPA proceeding although it may be so admitted in the future.

9. In addition, the Debtor and the Lehman Entities are obligated to Claimant for damages, interest, costs, attorneys' fees, including, but not limited to the amount representing the diminution in value of the securities held by LBI under the PB Agreement from the date in which LBI's SIPA Proceeding was commenced through the date that such securities were returned to Claimant. The PB Agreement obligated the Debtor and the Lehman Entities to provide services consistent with the SEC's guidelines on prime brokerage

² Although Claimant believes that LBI may have been the only Lehman entity directly involved with the foreign currency hedges, such hedges were entered into under the PB Agreement and are therefore obligations of all of the "Lehman Entities", as noted above.

relationships (PB Agreement Paragraph 21(l)). It is an established element of the brokerage relationship that a broker-dealer must promptly return the securities upon request and, pursuant to the terms of the PB Agreement, the Debtor and all the Lehman Entities were made jointly and severally liable for any breach of the obligation to return securities.³ Therefore, the Debtor and the Lehman Entities were responsible, separate and apart from LBI's obligations as a broker-dealer subject to SIPA regulation (and notwithstanding any limitation under SIPA with respect to such a diminution in value claim), for the prompt return of the securities to Claimant upon request when LBI commenced its SIPA Proceeding, and must repay Claimant for Claimant's losses due to the failure to return the securities or cause the securities to be returned.

10. A further basis for the diminution in value claim is that LBI and the Lehman Entities were required under state law to act in accordance with their respective obligations as a bailees of the securities, and therefore to return the securities to Claimant (PB Agreement Paragraph 3). Under New York law, which governs the PB Agreement, a bailee has a duty to return goods to a bailor and is liable for loss or damage to the goods. LBI was further obligated to hold the securities as financial assets under Article 8 of the Uniform Commercial Code (PB Agreement Paragraph 3), which entitles the owners of securities to have property that is held in a security account protected from the intermediary's other creditors.

11. The current amount owed for diminution in value of returned securities has been calculated by Claimant to be at least \$80,523,963. The calculation of this amount is

³ Such breach rose to the level of gross negligence and/or willful misconduct and therefore was not subject to the limitation on liability set forth in Paragraph 30 of the PB Agreement.

shown on the spreadsheet attached to this Claim as Exhibit C.⁴ This amount, plus the amount owing on component 8 of the SIPA Claim, gives an aggregate Claim amount equal to approximately \$86,659,892.26.

12. In addition to the bases for asserting the Claim against the Debtors described above, the amounts owed under the PB Agreement discussed above are also recoverable by Claimant as a result of willful and material misrepresentations made by and/or on behalf of the Lehman Entities regarding their financial position and related matters, both publicly⁵ and by a senior representative of the Lehman Entities directly to SCM, Claimant's investment adviser. Such misrepresentations induced Claimant (and likely induced similarly situated customers and counterparties of the Lehman Entities) to refrain from terminating Claimant's prime brokerage (and other counterparty) relationships with the Lehman Entities.

13. During a phone call held in early September 2008, shortly before the Lehman chapter 11 filing and the commencement of the SIPA Proceeding, Mr. John Wickham, believed to be head of Lehman Brothers Global Client Services and acting as a representative of the Lehman Entities, called John Motulsky of SCM in response to Mr. Motulsky's voicemail message to Alex Kirk, believed to then be a senior officer of LBHI, asking about the Lehman Entities' financial stability, specifically in connection with the

⁴ The diminution in value claim is based on the difference in value of securities held at LBI as of the close of business on September 12, 2008, the last business day before the commencement of these cases and the last date on which Claimant was able to obtain its securities from LBI, and the date such securities were returned. Claimant does not mark its portfolio on a daily basis and prices for the securities in Claimant's portfolio, other than those that trade on public markets, are not available on a daily basis. Therefore, other than with respect to publicly traded securities, Claimant used the value of the securities as of the last valuation date prior to September 12, 2008 and the date of return, as applicable.

⁵ For example, on an earnings call on September 10, 2008, five days prior to LBHI's chapter 11 filing, Lehman Brothers' CFO at the time, Ian Lowitt, stated regarding Lehman Brothers' liquidity position that "our liquidity position... remains very strong."

Lehman Entities' prime brokerage and other commercial relationships with Claimant and its affiliates.

14. In response to questions and concerns expressed by Mr. Motulsky regarding the Lehman Entities' financial strength and viability, Mr. Wickham sought to reassure Claimant (through SCM and Mr. Motulsky) regarding the Lehman Entities' financial condition and the stability of its prime brokerage operation. Mr. Motulsky recalls that Mr. Wickham stated that Lehman had adequate liquidity because unlike Bear Stearns it prudently financed its customers with matched funding and had sufficient liquidity from sources it believed to be reliable to meet all of its obligations for a year even if no new financing was available, that it had \$12 billion of surplus cash, and also cited the availability of secured financing from the federal reserve, none of which was used.

15. Mr. Motulsky also recalls that Mr. Wickham stated that Lehman's unrealized appreciation in various assets (one of which was Neuberger Berman, half of which Mr. Wickham stated might soon be sold at a profit to realize value and add to tangible equity) were more than sufficient to cover possible unrealized losses in its portfolio and provide incremental equity that would be required for a planned spinout of most of Lehman's commercial real estate portfolio, and conveyed a message that Lehman Brothers' prime brokerage operation would continue operating in the normal course, and that Claimant should be comfortable continuing its customer and counterparty relationship with Lehman Brothers.⁶ A few days after this conversation the Debtor commenced this chapter 11 case and LBI commenced its SIPA Proceeding.

⁶ Many of Mr. Wickham's comments appeared to be taken from talking points Mr. Wickham received from the Lehman Entities for communications with customers, rather than being "off the cuff" remarks of Mr. Wickham's personal views regarding Lehman's financial condition.

16. As a result of the material misrepresentations by Lehman Brothers and its representatives to the public, and by Mr. Wickham, who acted with apparent authority on behalf of LBHI and its affiliates, to SCM, Lehman Brothers and their representatives succeeded in persuading the Claimant to refrain from demanding the return of its assets held by LBI and other Lehman Entities and otherwise taking actions to promptly reduce its commercial exposure to Lehman Brothers prior to the effective curtailment of LBI's normal operations and the subsequent commencement of the SIPA Proceeding.

17. Thus, by virtue of the public misrepresentations of Lehman Brothers and private misrepresentations by Mr. Wickham, Lehman Brothers' agent, directly to SCM, which misrepresentations were intended for the benefit of the Lehman Entities to convince Lehman Brothers' customers and counterparties in general and SCM in particular of the financial stability and health of Lehman Brothers despite the fact that Lehman Brothers' officers knew or should have known that there were substantial risks that Lehman Brothers' liquidity and capital may not continue to support its operations, the Lehman Entities, including the Debtor, are fully liable for any and all direct, indirect, nominal or consequential damages incurred by Claimant in connection with the PB Agreement or otherwise arising in connection with Claimant's prime brokerage and counterparty relationship with Lehman Brothers, including the claim arising from diminution in value of securities that were not timely returned to Claimant.

18. Claimant is entitled to assert and is asserting against the Lehman Entities, including the Debtor, the full amount of claims arising under or relating to the PB Agreement, provided that Claimant may not recover more than 100% of the amount of such claims.

Reservation of Rights

19. No payments have been made to Claimant on account of the claims asserted herein.

20. Claimant reserves all of its rights to supplement or amend this Claim in any and all respects, including to liquidate amounts which are presently unliquidated or estimated.

21. In the event that the Debtor or any of the other debtors assert or Claimant shall determine that another debtor or other party is obligated or liable for any of the categories of claims and amounts set forth herein, this Claim shall be deemed to have been asserted against such other debtor or other party for such category and amount.

22. To the extent not set forth in this Claim, Claimant also makes claim for all direct, indirect, nominal or consequential damages, interest, costs, attorneys' fees, and other amounts owed or owing to it, to the extent recoverable under the applicable agreement and/or applicable law, whether or not liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, in law or equity, secured or unsecured, directly or indirectly related to the matters discussed in this Claim. Claims for amounts asserted herein which are or could be deemed to be postpetition interest under the Bankruptcy code are asserted to the extent allowed under the Bankruptcy Code and applicable non-bankruptcy law.

23. The filing of the Claim is not and shall not be deemed or construed as consent by Claimant to the jurisdiction of this Court or any other court with respect to proceedings, if any, commenced in any case against or otherwise involving Claimant.

24. Neither the substance nor the act of filing this claim, nor any later appearance, pleading, claim, or action in these cases, is intended or shall be deemed to be a waiver, release, or modification by Claimant of its (a) right to have final orders in non-core matters entered after de novo review by a District Judge; (b) right to trial by jury in any proceeding so triable in this case or any case, controversy or proceeding related to these cases; (c) rights under the applicable safe harbor provisions of the Bankruptcy Code; (d) right to seek to have the District Court withdraw the reference in any matter subject to mandatory or discretionary withdrawal; or (e) other rights, remedies, claims, actions, defenses, setoffs or recoupments to which Claimant is or may be entitled, all of which are hereby expressly reserved.

EXHIBIT A

3. SECURITY INTEREST AND LIEN; REGISTRATION OF SECURITIES. As security for the payment and performance of all of your obligations and liabilities from time to time outstanding to any Lehman Brothers Entity, whether under this Agreement or otherwise, each Lehman Brothers Entity shall have a continuing lien and first priority security interest in all your Assets, defined as (i) all property in which you now have, or hereafter acquire an interest which is now or hereafter held by or through any Lehman Brothers Entity, including, but not limited to, any and all securities, accounts, instruments, documents, contract rights, contracts (including, but not limited to, open transactions, securities purchase or sale contracts, agreements to lend cash or securities, commodity contracts, futures contracts, forward contracts, repurchase agreements, swap agreements, contracts for differences or any other agreement, without regard to the form of such agreement which may include oral

agreements or agreements confirmed or signed by only one party to the agreement and agreements entered into or signed by a Lehman Brothers Entity on your behalf) (hereinafter "Contracts"), commercial paper and other securities, monies, deposit accounts and general intangibles (including all security entitlements in respect thereof, all income and profits thereon, all dividends, interest and other payments and distributions with respect thereto and all proceeds from any of the foregoing), and (ii) any and all rights, claims or causes of action you may now or hereafter have against any Lehman Brothers Entity. The continuing lien and first priority security interest shall apply to all such Assets, which from time to time may be deposited or credited to any account you may have with a Lehman Brothers Entity, be held or carried by a Lehman Brothers Entity for you, be due from a Lehman Brothers Entity to you, or be delivered to or in a Lehman Brothers Entity's possession or control for any purpose, including safekeeping. Such continuing lien and first priority security interest shall apply irrespective of whether or not Lehman Brothers has made advances in connection with such Assets, the number of accounts you have with Lehman Brothers or which particular Lehman Brothers Entity holds such Assets. You hereby acknowledge and agree that all such Assets held by or through any Lehman Brothers Entity are held as collateral by such Lehman Brothers Entity as agent and bailee for itself and all other Lehman Brothers Entities and, as such, each Lehman Brothers Entity shall comply with any orders or instructions originated by any other Lehman Brothers Entity with respect to or in connection with such collateral without your further consent. You and Lehman Brothers agree that all such Assets held in or credited to any account will be treated as financial assets under Article 8 of the Uniform Commercial Code as in effect in the State of New York (the "UCC") and that any account maintained by you with any Lehman Brothers Entity shall be a securities account under Article 8 of the UCC. In the event of a breach or default by you, a Lehman Brothers Entity shall have, in addition to the rights and remedies provided in this Agreement, all rights and remedies available to a secured creditor under the UCC and any other applicable law. You represent that all of the above-described Assets shall at all times be free and clear of all liens, claims and encumbrances of any nature other than the security interest created hereby. Assets consisting of securities shall be delivered in good deliverable form (or Lehman Brothers shall have the unrestricted power to place such securities in good deliverable form) in accordance with the requirements of the primary market for these securities. In addition, in order to satisfy any of your outstanding liabilities or obligations to any Lehman Brothers Entity, each Lehman Brothers Entity may, to the fullest extent permitted by law, at any time in its discretion and without prior notice to you, use, apply or transfer any and all securities or other property or Assets (including, without limitation, fully-paid securities and cash). You hereby agree that, except as otherwise specifically agreed in writing, each Lehman Brothers Entity may register and hold the securities and other property or Assets in your accounts in its name or the name of its designee. You shall execute such documents and take such other action as such Lehman Brothers Entity shall reasonably request in order to perfect its rights with respect to any of the Assets. In addition, you appoint Lehman Brothers as your attorney-in-fact to act on your behalf to sign, seal, execute and deliver all documents and do all such acts as may be required to realize upon any of Lehman Brothers' rights in the Assets.

4. BREACH, BANKRUPTCY OR DEFAULT. If you shall:

(i) breach, repudiate or default under this Agreement or any Contract with any Lehman Brothers Entity, whether heretofore or hereafter entered into;

(ii) make or repeat any misrepresentations in connection with this Agreement or any Contract with any Lehman Brothers Entity;

(iii) state that you will not perform any obligation to any Lehman Brothers Entity;

(iv) apply for, consent to or be the subject of an application or petition for the appointment of or the taking of possession by a receiver, custodian, trustee, liquidator or similar persons of yourself or of all of or a substantial part of your property;

(v) admit in writing your inability, or become generally unable, to pay your debts as such debts become due or give Lehman Brothers other grounds for insecurity, as determined by Lehman Brothers in its sole and absolute discretion (including, without limitation, death; mental incompetence; dissolution; the appointment of a receiver by or against you, any guarantor, co-signer or other party liable on or providing security for your obligations to any Lehman Brothers Entity or the attachment against your or such other party's account(s) with any Lehman Brothers Entity; or any indication of your refusal or inability to satisfy promptly any Margin Call (as defined below) or other obligation);

(vi) make a general assignment for the benefit of your creditors; or

(vii) file or be subject of the filing or entry of a petition or order for relief or be subject of the commencement of a proceeding regarding reorganization, bankruptcy, liquidation, dissolution or insolvency;

then, any such event shall constitute, at Lehman Brothers' election, a default by you under this Agreement and any or all Contracts you may then have with any Lehman Brothers Entity, whether heretofore or hereafter entered into. In the event of any such default, each Lehman Brothers Entity shall have all of the rights of a secured party upon default under the UCC and other applicable laws, rules and regulations, including, without limitation, the right, without prior notice to you, to sell any and all Assets in which you have an interest (including without limitation this Agreement and any Contract) held by or through any Lehman Brothers Entity (either individually or jointly with others), to buy any or all property which may have been sold short, to exercise any and all options and other rights, to accelerate, cancel, terminate, liquidate, close out and net the settlement payments and/or delivery obligations under any or all outstanding transactions and/or to purchase or sell any other securities or property to offset market risk, and to set off or offset any obligation owing by any Lehman Brothers Entity to you against any obligations owing by you to any Lehman Brothers Entity, after which you shall be liable to Lehman Brothers for any remaining deficiency, loss, costs or expenses incurred or sustained by Lehman Brothers in connection therewith. Such purchases and/or sales may be effected publicly or privately without notice or advertisement in such manner as Lehman Brothers may in its sole discretion determine. At any such sale or purchase, any Lehman Brothers Entity may purchase or sell the property to or from itself or third parties free of any right of redemption and you shall remain liable to Lehman Brothers for any deficiency; it being understood that a prior tender, demand or call of any kind from Lehman Brothers, or prior notice from Lehman Brothers, of the time and place of such sale or purchase shall not be considered a waiver of Lehman Brothers' right to buy or sell any securities, commodities or other property or Asset held by Lehman Brothers, or which you may owe to Lehman Brothers. In addition, each Lehman Brothers Entity shall have the right, at any time and from time to time, to set off and otherwise apply any and all amounts owing by such Lehman Brothers Entity to you or for your account against any and all amounts now or hereafter owing by you to any Lehman Brothers Entity (including, without limitation, any indebtedness in your accounts), whether matured or unmatured, fixed, contingent or otherwise and irrespective of whether any Lehman Brothers Entity shall have made any demand therefor. Lehman Brothers agrees to notify you of any such set-off and application, provided, however, that the failure to give such notice shall not affect the validity of any such set-off and application. You agree that any obligation of a Lehman Brothers Entity to you shall be subject to there being no breach, repudiation, misrepresentation or default (however characterized) by you which is continuing under any Contract with a Lehman Brothers Entity. You and Lehman Brothers intend this Agreement to be a master netting agreement.

5. ADEQUATE ASSURANCES. Subject to, and not as a limitation of, the rights of Lehman Brothers under this Agreement, if at any time Lehman Brothers has reasonable grounds for insecurity with respect to your performance of any of your obligations, Lehman Brothers may demand, and you shall give, adequate assurance of due performance within 24 hours, or within any shorter period of time Lehman Brothers demands that is reasonable under the circumstances. The adequate assurance of performance that may be demanded by Lehman Brothers may include, but shall not be limited to, the delivery by you of additional property as collateral.

6. EXECUTION FEES AND SERVICE CHARGES. You understand that your account(s) will be charged brokerage commissions or mark-ups/mark-downs in connection with the execution of transactions ("Execution Fees") and may be charged certain other fees for custody and other services furnished to you ("Service Fees"). You further understand that Execution Fees may be changed from time to time upon prior written notice to you and that Service Fees may be changed from time to time upon prior written notice to you and, in each case, you agree to be bound thereby.

7. AMOUNTS OWED; TRUTH-IN-LENDING. You hereby acknowledge receipt of Lehman Brothers' Truth-in-Lending disclosure statement. You understand that interest will be charged on any amount you owe in your account(s) in accordance with the methods described in such statement or in any amendment or revision thereto which may be provided to you. Any amount due which is not paid at the close of an interest period will be added to the opening balance for the next interest period.

8. COLLECTION AND OTHER ACCOUNT-RELATED COSTS. You hereby agree to pay, on demand, all reasonable costs, liabilities and damages incurred by Lehman Brothers (including, without limitation, costs of

collection, attorneys' fees, court costs and other expenses) in connection with (i) enforcing its rights hereunder, (ii) any investigation, litigation or proceeding involving your account or any property therein (including, without limitation, claims to such property by third parties), (iii) your use of or access to any Lehman Brothers or third-party system or (iv) Lehman Brothers' acting in reliance upon instructions, including, but not limited to, instructions transmitted via electronic means, including facsimile or electronic mail, from you or your authorized agents (including investment managers or advisers). In each case and whether or not demand has been made therefor, you hereby authorize Lehman Brothers to charge your account(s) for any and all such costs, liabilities and damages, including, without limitation, those incurred in connection with the liquidation of any of your Assets.

9. IMPARTIAL LOTTERY ALLOCATION. You agree that, in the event Lehman Brothers holds on your behalf securities in its name, in the name of its designee or in bearer form which are called in part, you will participate in the impartial lottery allocation system for such called securities in accordance with the rules of The New York Stock Exchange, Inc. or any other appropriate self-regulatory organization. When any such call is favorable, no allocation will be made to any account in which, to the knowledge of Lehman Brothers, any officer, director or employee of Lehman Brothers has any financial interest until all other customers have been satisfied on an impartial lottery basis.

10. SECURITIES EVENTS. Lehman Brothers shall inform you if Lehman Brothers becomes aware of the occurrence or prospective occurrence of any of the following with respect to any securities in your account(s): conversions, subdivision or consolidation; redemption; a takeover offer; calls, including calls on partly-paid securities and published calls; a capitalization issue; rights issue; distribution of income in the form of securities; or a certificate which may at a future date be exchanged for securities or an entitlement to acquire securities. Subject to Section 19 herein, if Lehman Brothers receives notice from you that you wish to act on any of the events referenced in this section and such notice is received by Lehman Brothers within a reasonable time for Lehman Brothers to act on such event, Lehman Brothers will act in accordance with your wishes. You represent that you review all prospectuses and offering statements that you may receive and understand the risks inherent with your securities transactions, including any risks associated with the above-described securities events.

11. VOTING RIGHTS. If any right to vote arises with respect to securities in your account, you may inform Lehman Brothers that you wish to exercise such right as you specify. Subject to Section 19 hereof, if Lehman Brothers receives this notice within a reasonable time to act, it will act in accordance with your wishes. If Lehman Brothers does not receive such timely notice from you, it will use its discretion to decide whether and how to vote such securities.

12. WAIVER, ASSIGNMENT AND NOTICES. Neither Lehman Brothers' failure to insist at any time upon strict compliance with this Agreement or with any of the terms hereof nor any continued course of such conduct on its part shall constitute or be considered a waiver by Lehman Brothers of any of its rights or privileges hereunder. Any purported assignment of your rights and/or obligations hereunder without obtaining the prior written consent of an authorized representative of Lehman Brothers shall be null and void. Each Lehman Brothers Entity reserves the right to assign any of its rights or obligations hereunder or under any Contract to any other Lehman Brothers Entity without prior notice to you. Notices and other communications to you (including, without limitation, Margin Calls) that are sent by electronic means, including facsimile or electronic mail, sent by express delivery service or mailed, in each case to the address or number provided by you, shall, until the respective Lehman Brothers Entity has received notice in writing of a different address or number, be deemed to have been personally delivered to you. Margin Calls may also be communicated orally, without subsequent written confirmation.

13. FREE CREDIT BALANCES. You hereby authorize Lehman Brothers to use any free credit balance awaiting investment or reinvestment in your account(s) in accordance with all applicable rules and regulations and to pay interest thereon at such rate or rates and under such conditions as are established from time to time by Lehman Brothers for such account(s) and for the amounts of cash so used.

14. RESTRICTIONS ON ACCOUNT. You understand that Lehman Brothers, in its sole and absolute discretion, may restrict or prohibit trading of securities or other property in your account(s) and may terminate your account(s), and you shall nevertheless remain liable for all of your obligations to the Lehman Brothers Entities under this Agreement or any Contract. In the event that Lehman Brothers, in its sole and absolute discretion, determines to

impose such restrictions on your account(s) due to credit, margin, legal, regulatory, money laundering or other concerns, Lehman Brothers shall be under no obligation to provide you with prior notice of such restriction.

15. CREDIT INFORMATION AND INVESTIGATION. You authorize Lehman Brothers, in its discretion, at any time and from time to time, to make or obtain reports concerning your credit standing and business conduct (including, but not limited to, obtaining audited account statements, if such are available). You may make a written request for a description of the nature and scope of the reports made or obtained by Lehman Brothers and the same will be provided to you within a reasonable period of time.

16. SHORT AND LONG SALES. In placing any sell order for a short account, you will designate the order as such and hereby authorize Lehman Brothers to mark the order as being "short". You are required to and will comply with all applicable rules and regulations relating to short sale transactions. In placing any sell order for a long account, you will designate the order as such and hereby authorize Lehman Brothers to mark the order as being "long". The designation of a sell order as being for a long account shall constitute a representation by you that you own the security with respect to which the order has been placed, that such security is not restricted under Rules 144 and/or 145 under the U.S. Securities Act of 1933 (as may be amended, modified or supplemented) or any other applicable law, rule or regulation and, as such, may be sold without restriction in the open market and that, if Lehman Brothers does not have the security in its possession at the time you place the order, you shall deliver the security by settlement date in good deliverable form or pay to Lehman Brothers any losses and expenses it may incur or sustain as a result of your failure to make delivery on a timely basis.

17. MARGIN ACCOUNTS. All Loans made hereunder are demand loans. You hereby agree to deposit and maintain such cash or collateral as margin in your margin accounts, if any, as Lehman Brothers may in its sole discretion require, and you agree to pay forthwith on demand any amount owing with respect to any of your margin accounts to satisfy Lehman Brothers' demand for such payment (a "Margin Call"). In addition, you further agree to deposit promptly and maintain such other collateral with Lehman Brothers as is required by any Contract you may have with any Lehman Brothers Entity. Upon your failure to make any such payment or deposit, or if at any time Lehman Brothers, in its sole discretion, deems it necessary for its protection, whether with or without prior demand, call or notice, Lehman Brothers shall be entitled to exercise all rights and remedies provided herein. No demands, calls, tenders or notices that Lehman Brothers may have made or given in the past in any one or more instances shall invalidate your waiver of the requirement to make or give the same in the future.

18. SECURITIES CONTRACTS. You acknowledge and agree that any positions in your account(s) shall be deemed "securities contracts" within the meaning of Sections 555 and 741(7) (as may be amended, modified or supplemented) of the U.S. Bankruptcy Code.

19. CONSENT TO LOAN OR PLEDGE OF SECURITIES IN MARGIN ACCOUNTS.

(a) Except as noted in subparagraph (b) below, within the limits of applicable law and regulations, you hereby authorize Lehman Brothers to lend either to itself or to others any securities held by Lehman Brothers in any of your accounts, to convey therewith all attendant rights of ownership (including voting rights and the right to transfer the securities to others), and to use all such property as collateral for its general loans. Any such property, together with all attendant rights of ownership, may be pledged, repledged, hypothecated or rehypothecated either separately or in common with other property for any amounts due to Lehman Brothers thereon or for a greater sum, and Lehman Brothers shall have no obligation to retain a like amount of similar property in its possession and control. You hereby acknowledge that, as a result of such activities, Lehman Brothers may receive and retain certain benefits to which you will not be entitled. In certain circumstances, such loans, pledges, repledges, hypothecations or rehypothecations may limit, in whole or in part, your ability to exercise voting and other attendant rights of ownership with respect to the loaned or pledged securities. You agree to waive the right to vote, or to provide any consent or to take any similar action with respect to these securities in the event that the record date or deadline for such vote, consent or other action falls during the period of any such loan, pledge, repledge, hypothecation or rehypothecation.

(b) Unless otherwise agreed by Lehman Brothers and you, you will be entitled to receive all distributions, including, but not limited to, cash, stock dividends and interest payments, made on or in respect of any loaned, pledged, repledged, hypothecated or rehypothecated securities which are not otherwise received by you, to the full

21. PRIME BROKERAGE SERVICES. Under the terms and conditions of this Agreement, LBI will act as a prime broker for you in accordance with the no-action letter of the Securities and Exchange Commission dated January 25, 1994, as such letter may be amended, modified or supplemented from time to time (the "SEC Letter") and the provisions set forth below:

(b) LBI shall be responsible for settling trades executed on your behalf by your executing broker(s) and reported to LBI by you and your executing broker(s) provided that you have reported to LBI on trade date, by the time designated to you by LBI, all the details of such trades including, but not limited to, the contract amount, the security involved, the number of shares or the number of units and whether the transaction was a long or short sale or a purchase; and further provided that LBI has either affirmed or not "DK'd" ("indicated it does not know") and has not subsequently disaffirmed such trades. In the event that LBI determines not to settle a trade, LBI shall not have settlement responsibility for such trade and shall, instead, send you a cancellation notification to offset the notification sent to you under sub-paragraph (c) of this paragraph. You shall be solely responsible and liable to your executing broker(s) for settling such trade. In addition, LBI may be required to cease providing prime brokerage services to you in accordance with the Executing Brokerage Agreement.

(d) In the event of: (i) the filing of a petition or other proceeding in bankruptcy, insolvency or for the appointment of a receiver by or against your executing broker, (ii) the termination of your executing broker's registration and the cessation of business by it as a broker-dealer, or (iii) your executing broker's failure, inability or refusal, for any reason whatsoever or for no reason at all, to settle a trade, and if LBI agrees to settle any trades executed on your behalf by such executing broker, regardless of whether LBI either affirmed or did not DK and did

not disaffirm such trades, you shall be solely responsible, and liable to LBI, for any losses arising out of or incurred in connection with LBI's agreement to settle such trades.

(e) You shall maintain in your account with LBI such minimum net equity in cash or securities as LBI, in its sole discretion, may require from time to time (the "Lehman Brothers Net Equity Requirements"), which shall in no event be less than the minimum net equity required by the SEC Letter (the "SEC Net Equity Requirements"). In the event your account falls below the SEC Net Equity Requirements, you hereby authorize LBI to notify promptly all executing brokers with whom it has an Executing Brokerage Agreement on your behalf of such event. Moreover, if you fail to restore your account to compliance with the SEC Net Equity Requirements within the time specified in the SEC Letter, LBI shall, without notice to you: (i) notify all such executing brokers that LBI is no longer acting as your prime broker and (ii) either not affirm or "DK" ("indicate that it does not know") all prime brokerage transactions on your behalf with a trade date after the business day on which such notification was sent. In the event: (i) your account falls below the Lehman Brothers Net Equity Requirements, (ii) LBI determines in its sole discretion that there would not be enough cash in your account to settle such transactions or that a maintenance Margin Call may be required as a result of settling such transactions, or (iii) LBI determines in its sole discretion that the continuation of prime brokerage services to you presents an unacceptable risk to Lehman Brothers taking into consideration all the facts and circumstances, then LBI may disaffirm all your prime brokerage transactions and/or cease to act as your prime broker. In any such case, LBI shall send a cancellation notification to you, and you understand that you must settle outstanding trades directly with the relevant executing broker and that you authorize LBI to provide the executing broker with any information useful to settle such trades. You further agree that LBI will not be bound to make any investigation into the facts surrounding any transaction to which you are a party and that immediately upon notice to you and, if required, to the executing brokers, LBI may cease acting as your prime broker.

(f) If you have instructed your executing broker(s) to send confirmations to you in care of LBI, as your prime broker, the confirmation sent by such executing broker is available to you promptly from LBI (once received), at no additional charge.

(g) If your account is managed on a discretionary basis, you hereby acknowledge that your prime brokerage transactions may be aggregated with those of other accounts of your adviser, according to your adviser's instructions, for execution by your executing broker(s) in a single bulk trade and for settlement in bulk by LBI. You understand that no part of any transaction may be allocated to any other account where such other account's net equity is below the minimum levels established in the SEC Letter and that, should such a net equity deficiency occur in any such other account, LBI must disaffirm the entire transaction. In the event any trade is disaffirmed, as soon as practicable thereafter, LBI shall supply your executing broker(s) with the allocation of the bulk trade, based upon information provided by your adviser.

(h) You hereby authorize LBI to disclose your name, address and tax I.D. number to your executing broker(s) to enable such executing broker to establish on its books an account for you to be used in the event transactions are disaffirmed by LBI.

(i) Lehman Brothers will not be responsible or liable for any acts or omissions of any executing broker or its employees. You understand that Lehman Brothers does not act as investment adviser or solicit orders, that Lehman Brothers does not advise prime brokerage customers, perform any analysis, or make any judgment on any matters pertaining to the suitability of any order, or offer any opinion, judgment or other type of information pertaining to the nature, value, potential or suitability of any particular investment.

(j) You agree to indemnify and hold Lehman Brothers harmless from any loss, claim or expense, including attorneys' fees, incurred by Lehman Brothers in connection with Lehman Brothers acting or declining to act as prime broker for you and to fully reimburse Lehman Brothers for any legal or other expenses (including the cost of any investigation and preparation) which Lehman Brothers may incur in connection with any claim, action, proceeding or investigation arising out of or in connection with this Agreement or any transactions hereunder.

(k) You represent and warrant that you are currently in compliance, and during the term of this Agreement will remain in compliance, with all applicable requirements of the SEC Letter, including, but not limited to, the requirement that you execute an agreement with each executing broker.

(l) The prime brokerage services hereunder shall be provided in a manner consistent with the SEC Letter.

22. LEGALLY BINDING. You hereby agree that this Agreement and all of the terms hereof shall be binding upon you and your estate, heirs, executors, administrators, personal representatives, successors and assigns. You further agree that all purchases and sales shall be for your account(s) in accordance with your oral or written instructions. You hereby waive any and all defenses that any oral instruction was not in writing as may be required by any applicable law, rule or regulation. With respect to any of your accounts maintained in connection with this Agreement, you hereby authorize Lehman Brothers to act and rely on any instructions (including, without limitation, instructions to transfer cash or securities, purchase or sell securities, enter into derivative or other transactions or borrow money or securities) received by Lehman Brothers from any of the persons listed on Exhibit A, as such list may be amended by you from time to time. In addition, you hereby authorize Lehman Brothers to act and rely on any instructions received by Lehman Brothers from any of your employees or agents (including any investment manager or adviser) that Lehman Brothers reasonably believes is authorized to so act on your behalf.

23. AMENDMENT. You agree that Lehman Brothers may modify the terms of this Agreement at any time upon prior written notice to you. By continuing to accept services from Lehman Brothers thereafter, you will have indicated your acceptance of any such modification. If you do not accept such modification, you must notify Lehman Brothers in writing; your account may then be terminated by Lehman Brothers, after which you will remain liable to Lehman Brothers for all outstanding liabilities and obligations. Otherwise, this Agreement may not be modified absent a written instrument signed by an authorized representative of Lehman Brothers.

24. GOVERNING LAW. THIS AGREEMENT SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF NEW YORK AND SHALL BE CONSTRUED, AND THE CONTRACTUAL AND ALL OTHER RIGHTS AND LIABILITIES OF THE PARTIES DETERMINED, IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PRINCIPLES THEREOF.

25. JURISDICTION; WAIVER OF JURY TRIAL. The parties shall attempt in good faith to promptly resolve any dispute arising out of, relating to or in connection with this Agreement or any transactions hereunder by negotiations by executives of the parties who have the authority to settle the controversy. With respect to any suit, action or proceedings relating to this Agreement ("Proceedings"), each party irrevocably submits to the exclusive jurisdiction of the courts of the State of New York and the United States District Court located in the Borough of Manhattan in New York City and waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over such party. ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM OR ACTION IS HEREBY WAIVED BY ALL THE PARTIES TO THIS AGREEMENT.

26. WAIVER OF IMMUNITIES. Each party irrevocably waives, to the fullest extent permitted by applicable law, with respect to itself and its revenues and assets, all immunity on the grounds of sovereignty or other similar grounds from (i) suit, (ii) jurisdiction of any court, (iii) arbitration, (iv) relief by way of arbitration award, injunction, order for specific performance or recovery of property, (v) attachment of its assets (whether before or after judgment) and (vi) execution or enforcement of any judgment or arbitration award and irrevocably agrees, to the fullest extent permitted by applicable law, that it will not claim any such immunity.

27. TRANSFERS. Lehman Brothers shall have the right to transfer Assets between any account in order to satisfy any of your obligations to Lehman Brothers. When giving instructions to transfer Assets from your accounts to any bank or other entity, you agree that all such requests will have been approved by an authorized signatory and you agree to provide Lehman Brothers with an accurate account number designating the account to receive such Assets. You agree to indemnify and hold Lehman Brothers harmless from and against all liabilities arising from the provision of an inaccurate account number or any other liabilities arising as a result of the transfer at your request.

28. PROVISION OF DATA. With respect to any market data or other information that Lehman Brothers or any third party service provider provide to you, (i) Lehman Brothers and any such provider are not responsible or liable if any such data or information is inaccurate or incomplete in any respect; (ii) Lehman Brothers and any such provider are not responsible or liable for any actions that you take or do not take based on such data or information;

(iii) you will use such data or information solely for the purposes set forth in this Agreement and any other agreement between us; (iv) such data or information is proprietary to Lehman Brothers and any such provider, and you will not retransmit or disclose such data or information to third parties except as required by applicable law or regulation; and (v) you will use such data or information solely in compliance with applicable laws, rules and regulations.

29. EXTRAORDINARY EVENTS. You agree that Lehman Brothers will not be liable for any loss caused, directly or indirectly, by government restrictions, exchange or market rulings, suspension of trading, war (whether declared or undeclared), terrorist acts, insurrection, riots, fires, flooding, strikes, failure of utility services, accidents, adverse weather or other events of nature, including but not limited to earthquakes, hurricanes and tornadoes, or other conditions beyond Lehman Brothers' control. In the event that any communications network, data processing system, or computer system Lehman Brothers uses is rendered inoperable, Lehman Brothers will not be liable to you for any loss, liability, claim, damage or expense resulting, either directly or indirectly, therefrom.

30. LIMITATION OF LIABILITY. Lehman Brothers shall not be liable in connection with the execution, clearing, handling, purchasing or selling of securities, commodities or other property, or other action, except for gross negligence or willful misconduct on Lehman Brothers' part. You understand that certain securities may be held outside the United States by unaffiliated, foreign agent banks and depositories. Lehman Brothers will not be liable to you for any loss, liability or expense incurred by you in connection with these arrangements except to the extent that any such loss, liability or expense results from Lehman Brothers' gross negligence or willful misconduct. In no event will Lehman Brothers be liable for any special, indirect, incidental or consequential damages arising out of this Agreement.

31. HEADINGS; COUNTERPARTS. The headings of the provisions hereof are for ease of reference only and shall not affect the interpretation or application of this Agreement or in any way modify or qualify any of the rights provided for hereunder. This Agreement may be executed in counterparts, each of which shall be deemed an original.

32. TELEPHONE CONVERSATIONS. For the protection of both you and Lehman Brothers, and as a tool to correct misunderstandings, you hereby authorize Lehman Brothers, at Lehman Brothers' discretion and without prior notice to you, to monitor and/or record any or all telephone conversations or electronic communications between you and Lehman Brothers or any of Lehman Brothers' employees or agents. You acknowledge that Lehman Brothers may determine not to make or keep any of such recordings and that such determination shall not in any way affect any party's rights.

33. CUMULATIVE RIGHTS; ENTIRE AGREEMENT. The rights, remedies, benefits and protections afforded to each Lehman Brothers Entity under this Agreement and under any Contract you may have with any Lehman Brothers Entity, whether heretofore or hereafter entered into, are cumulative and in addition to any other rights, remedies, benefits and protections that any Lehman Brothers Entity may have. To the extent that the provisions of any Contracts you have with any Lehman Brothers Entity, whether heretofore or hereafter entered into, are inconsistent (whether the inconsistency be between the Contracts or within a single Contract), the conflict shall be resolved in favor of the provision which affords Lehman Brothers with the maximum rights, remedies, benefits or protections. You hereby appoint Lehman Brothers as your agent and attorney-in-fact to take any action (including, but not limited to, the filing of financing statements) necessary or desirable to perfect and protect the security interest granted herein or to otherwise accomplish the purposes of this Agreement. Except as set forth above, this Agreement represents the entire agreement and understanding between you and Lehman Brothers concerning the subject matter hereof.

34. CAPACITY TO CONTRACT; ANTI-MONEY LAUNDERING; AFFILIATIONS. You represent that you have the capacity and authority to enter into this Agreement. You represent to the best of your knowledge that you do not maintain or transact business for or with nor will you introduce individuals or entities to Lehman Brothers that the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") has listed as "Specially Designated Nationals and Blocked Persons" nor with any client in an embargoed country as determined by OFAC. Furthermore, you represent that you have conducted thorough due diligence with respect to all of your clients, and you do not know or have any reason to suspect that the monies used to fund the account have been or will be derived from or related to any illegal activities, including but not limited to, money laundering activities. You agree to

provide Lehman Brothers with any information that it may require in relation to compliance with any applicable money laundering regulations. Each representation or warranty made by you in this Agreement will be deemed to be repeated by you on each date on which a transaction occurs hereunder.

You represent that you are of legal age and that, unless you have notified Lehman Brothers to the contrary, neither you nor any member of your immediate family is: (i) an employee or member of any exchange, (ii) an employee or member of the National Association of Securities Dealers, Inc. or any of its affiliates, (iii) an individual or an employee of any corporation or firm engaged in the business of dealing, as broker or principal, in securities, options or futures or (iv) an employee of any bank, trust company or insurance company. If you are signing on behalf of others, you hereby represent that the persons(s) or entity(ies) on whose behalf you are signing is/are authorized to enter into this Agreement and that you are duly authorized to sign this Agreement and make the representations contained herein in the name and on behalf of such other person(s) or entity(ies) and you agree to indemnify and hold Lehman Brothers harmless from any claim or claims arising from your unauthorized execution of this Agreement on the behalf of such other person(s) or entity(ies). You hereby authorize Lehman Brothers to accept faxed copies of this or any other document or instruction as if it were the original and further to accept signatures on said faxes as if they were original.

PLEASE COMPLETE THIS INFORMATION AND SIGN THE APPROPRIATE SPACE BELOW:

THIS AGREEMENT IS DATED AS OF _____, 2007

Stonchill Offshore Partners LTD

Name of Customer

c/o Citco Fund Services LTD
P.O. Box 31106 SMB/ T Woodlaver
Corp. Center West Bay Road

BWI

Address

Country

Grand Cayman

City, State

Zip Code + 4

BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT:

YOU HAVE RECEIVED A COPY OF THIS AGREEMENT AND AGREE TO ITS TERMS AND CONDITIONS.

CUSTOMER
NAME:

Stonehill Offshore Partners LTD

Individual or Printed Name of Company

SIGNATURE:


Signature of Authorized Person

PRINT NAME:

John Motulsky, General Partner

*Printed Name and Title of Signatory or Name of General
Partner if Signer is a Partnership*

BY:

*Authorized Signatory and Title of General Partner if Above
Signer is a Partnership Otherwise Blank*

ACCEPTED AND AGREED TO:



Lehman Brothers Inc., as signatory for itself and as agent for the affiliates
named herein

9-10-07

EXHIBIT B



900 002 114

**CUSTOMER CLAIM FORM
LEHMAN BROTHERS INC.**

Stonehill Offshore Part Ltd.
Account# 732-40125
885 Third Avenue
30th Floor
885 3rd Ave., Fl. 30
New York, NY 10022-4834

Daytime Phone: (212) 739 7474
Email: c.wilson@stonehillcap.com
Contact Person: Chris Wilson
Taxpayer I.D. Number
(Social Security No.): not applicable

PLEASE NOTE

- A SEPARATE CLAIM FORM SHOULD BE FILED FOR EACH ACCOUNT.
- TO BE ELIGIBLE FOR THE MAXIMUM PROTECTION AFFORDED UNDER THE SECURITIES INVESTOR PROTECTION ACT ("SIPA"), ALL CUSTOMER CLAIMS SHOULD BE RECEIVED BY THE TRUSTEE ON OR BEFORE JANUARY 30, 2009; THE TRUSTEE WILL DETERMINE WHETHER CLAIMS MEET THE STATUTORY REQUIREMENTS FOR "CUSTOMER" CLAIMS UNDER SIPA; INCLUSION OF A CLAIM OR CLAIM TYPE ON THIS CLAIM FORM IS NOT DETERMINATIVE OF CUSTOMER STATUS UNDER SIPA.
- THE DEADLINE FOR FILING ALL CLAIMS IS JUNE 1, 2009. NO CLAIM WILL BE ALLOWED IF IT IS RECEIVED AFTER THAT DATE.
- ALL CLAIMS ARE DATED AS OF THE DATE RECEIVED BY THE TRUSTEE.
- YOU MAY FILE YOUR CLAIM ELECTRONICALLY ONLINE AT WWW.LEHMANTRUSTEE.COM OR SEND YOUR COMPLETED AND SIGNED CLAIM FORM TO THE TRUSTEE VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED.
- IF YOUR ACCOUNT HAS BEEN TRANSFERRED TO ANOTHER BROKERAGE FIRM, BUT YOU BELIEVE YOU HAVE A CLAIM FOR PROPERTY OWED TO YOU BY LEHMAN BROTHERS INC., YOU MUST FILE A CLAIM TO PROTECT YOUR RIGHTS.
- LEHMAN BROTHERS INC. IS THE ONLY LEHMAN ENTITY THAT IS A DEBTOR IN THIS SIPA LIQUIDATION PROCEEDING. THIS CUSTOMER CLAIM FORM APPLIES ONLY TO LEHMAN BROTHERS INC. AND DOES NOT APPLY TO ANY OTHER LEHMAN ENTITY, INCLUDING ANY ENTITY IN A PROCEEDING UNDER CHAPTER 11 OF TITLE 11 OF THE UNITED STATES CODE.

This claim form must be completed electronically online at www.lehmantrustee.com or mailed promptly, together with supporting documentation, to the following:

If by first class mail:

Lehman Brothers Inc. Claims Processing
c/o Epiq Bankruptcy Solutions, LLC
P.O. Box 6389
Portland, OR 97228-6389

If by overnight mail:

Lehman Brothers Inc. Claims Processing
c/o Epiq Bankruptcy Solutions, LLC
10300 SW Allen Blvd
Beaverton, OR 97005

1. CLAIM FOR MONEY BALANCES OR CASH AS OF SEPTEMBER 19, 2008:

- a. LBI owes me a credit or cash in the amount of: \$ See attached
- b. I owe LBI a debit or cash in the amount of: \$ _____
- c. If you wish to repay the debit balance listed in point b. above please insert the amount you wish to repay and attach a check payable to "James W. Giddens, Trustee for the SIPA Liquidation of Lehman Brothers Inc." If you wish to make a payment, **it must be enclosed** with this claim form.
- \$ _____

2. CLAIM FOR SECURITIES AS OF SEPTEMBER 19, 2008:

Please Do Not Claim Any Securities You Have In Your Possession

- | | <u>YES</u> | <u>NO</u> |
|---|-----------------|-----------|
| | (Circle Y or N) | |
| a. LBI owes me securities: | <u>Y</u> | N |
| b. I owe LBI securities: | Y | N |
| c. If yes to either, please list below (or in additional pages as necessary): | | |

Trade Date of Transaction (mm/dd/yyyy)	Name of Security	CUSIP	Number of Shares or Face Amount of Bonds	
			LBI Owes Me (Long)	I Owe LBI (Short)
	<u>See attached</u>			

If additional space is needed, attach additional pages providing the information in the exact format above.

3. COMMODITY FUTURES CLAIMS

YES NO

(Circle Y or N)

Do you have a claim based on a commodity futures account?

Y

N

If the answer to the above question is "yes," please state the amount, and explain the basis for your claim below, attaching additional pages and supporting documents as necessary:

Amount of Claim: _____

Basis for Claim: _____

WHEN COMPLETING SECTIONS 1 THROUGH 3 PLEASE KEEP IN MIND:

- If you cannot compute the amount of your claim, you may file an estimated claim. In that case, please indicate that your claim is an estimated claim.
- Proper documentation can speed the review, allowance, and satisfaction of your claim.
- Please enclose: copies of your last LBI account statement; purchase or sale confirmation slips; copies of checks that relate to the securities or cash you claim; and any other documentation or correspondence you believe will be of assistance in processing your claim.
- Please explain any differences between the securities or cash claimed and the cash balance and securities positions on your last account statement.
- If, at any time, you complained in writing about the handling of your account to any person or entity or regulatory authority, and the complaint relates to the cash and/or securities that you are now seeking, please be sure to provide with your claim copies of the complaint and all related correspondence, as well as copies of any replies that you received.

PLEASE CIRCLE THE APPROPRIATE ANSWER FOR ITEMS 4 THROUGH 11.

NOTE: IF "Y" IS CIRCLED FOR ANY ITEM, PROVIDE A DETAILED EXPLANATION ON A SIGNED ATTACHMENT. IF SUFFICIENT DETAILS ARE NOT PROVIDED, THIS CLAIM FORM WILL BE RETURNED FOR YOUR COMPLETION.

YES

NO

(Circle Y or N)

4. Does your claim in any way relate to an entity other than Lehman Brothers Inc. (for example, Lehman Brothers Holdings Inc., or another Lehman subsidiary)?

Y

N

5. Has there been any change in your account since September 19, 2008?

Y

N

6. Are you or were you a party to a repurchase or reverse repurchase agreement, director, officer, partner, shareholder, lender to, or capital contributor of LBI? Y N
7. Are you related to, or do you have any business venture with, any of the persons specified in "6" above, or any employee or other person associated in any way with LBI? If so, give name(s). Y N
8. Are or were you a person who, directly or indirectly and through agreement or otherwise, exercised or had the power to exercise a controlling influence over the management or policies of LBI? Y N
9. Is this claim being filed on behalf of a customer of a broker or dealer or bank? If so, provide documentation with respect to each customer on whose behalf you are claiming. Y N
10. Have you ever given any discretionary authority to any person to execute securities transactions with or through LBI on your behalf? Give names, addresses and phone numbers. Y N
11. Have you or any member of your family ever filed a claim under the Securities Investor Protection Act of 1970? If so, give name of that broker. Y N

Please list the full name, address, phone number, and email address of anyone assisting you in the preparation of this claim form:

Full name: _____

Address: _____

Phone number: _____

Email address: _____

If more than one person is assisting you, attach additional pages providing the information in the exact format above.

IT IS A VIOLATION OF FEDERAL LAW TO FILE A FRAUDULENT CLAIM. CONVICTION CAN RESULT IN A FINE OF UP TO \$50,000 OR IMPRISONMENT OF UP TO FIVE YEARS OR BOTH.

THE FOREGOING CLAIM IS TRUE AND ACCURATE TO THE BEST OF MY INFORMATION AND BELIEF.

Date January 26, 2009 Signature Christopher White
Date _____ Signature Managing member
Stonehill Capital Management, LLC
its advisor

(If ownership of the account is shared, all must sign above. Give each owner's name, address, phone number, and extent of ownership on a signed separate sheet. If other than a personal account, e.g., corporate, trustee, custodian, etc., also state your capacity and authority. Please supply the trust agreement or other proof of authority.)

UNITED STATES BANKRUPTCY COURT Southern District of New York

PROOF OF CLAIM

Name of Debtor:
 Lehman Brothers, Inc.

Case Number:
 08-01420 (JMP) SIPA

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property):

☐ Check this box to indicate that this claim amends a previously filed claim.

Name and address where notices should be sent: 1000523153 LBI 12/1/2008 417060
 Stonehill Offshore Part Lt
 885 Third Avenue, 30th Floor
 885 3rd Ave., Fl. 30
 New York, NY 10022-4834

Court Claim Number: _____
 (If known)

Telephone number: (212) 739-7474

Filed on: _____

Name and address where payment should be sent (if different from above):

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Telephone number:

☐ Check this box if you are the debtor or trustee in this case.

1. Amount of Claim as of Date Case Filed: \$ see attached

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

☐ Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

2. Basis for Claim: Customer Property
 (See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: _____

3a. Debtor may have scheduled account as: _____
 (See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.)

Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☐ Other
 Describe:

Value of Property: \$ _____ Annual Interest Rate: %

Amount of arrearage and other charges as of time case filed included in secured claim,

if any: \$ _____ Basis for perfection: _____

Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See definition of "redacted" on reverse side.)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Specify the priority of the claim.

☐ Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

☐ Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4).

☐ Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).

☐ Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).

☐ Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).

☐ Other - Specify applicable paragraph of 11 U.S.C. §507 (a)().

Amount entitled to priority:

\$ _____

*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

Date:
 JAN 26 2009

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Christopher Wilson, Managing Member, Stonehill Capital Management LLC
 its Advisor

FOR COURT USE ONLY

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the bankruptcy debtor's name, and the bankruptcy case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is located at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4. Secured Claim:

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien

documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. §506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. §507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

If you would like to file your claim online please go to www.lehmantrustee.com and select the link for the online claim form. You will need the tracking number and mail id listed below to complete your claim online.

P0000L 0000™ -P02016 323746.S811 1613 A

Tracking Number: 423040 Mail ID: 417060



Stonehill Offshore Part Lt
885 Third Avenue, 30th Floor
885 3rd Ave., Fl. 30
New York, NY 10022-4834

Stonehill Capital Management LLC
885 Third Avenue, 30th Floor
New York, NY 10022
(212) 739-7474

Contacts: Chris Wilson, Managing Member, cwilson@stonehillcap.com
Steve Nelson, Chief Financial Officer, snelson@stonehillcap.com
Ann Kalter, Accounting Manager, akalter@stonehillcap.com

Date: January 26, 2009

RE: STONEHILL OFFSHORE PARTNERS LIMITED
Primary LBI account number: 732-40125

Customer Claims in Lehman Brothers Inc. (LBI)

Stonehill Offshore Partners Limited (SO) was one of the largest prime brokerage clients of LBI and LBI was SO's sole prime broker. The professionals representing the LBI estate have invested long hours and have been extremely accommodating in returning the vast majority of SO's securities, and Stonehill is very appreciative of those efforts to date. However a substantial list of securities has not yet been delivered, and substantial cash has accumulated at LBI as well, which elements comprise SO's customer claim. This customer claim is supported by voluminous information; the attachments evidencing this claim are intended to provide ample support, but SO has substantial additional information that can be provided upon request.

Securities

SO received extensive deliveries of its securities in late October and in late December/early January; however, additional securities remain at LBI. A list of securities still carried at LBI is attached as SO Exhibit A.

Cash

SO's cash claim is presented in several components for ease of understanding:

Component 1 – Error in Calculation at “True-Up” Date:

In late October, 2008, at the time of the initial delivery of securities from LBI to SO, LBI's representatives performed a comprehensive analysis of SO's account and

calculated SO's cash balance to be, as of September 19, 2008, a debit amount (owed to LBI) of \$2,248,173.04. SO Exhibit B includes the Summary, and Brokerage Account Statement generated by LBI and delivered to SO at that time. On October 21, 2008, SO paid that amount to the SIPC trustee, effectively zeroing out its cash balance as of September 19, 2008. However, LBI's calculation excluded "type 5" cash, and also excluded the market value of SO's short positions, but the two items do not offset equally. Closing out SO's short positions as of September 19, per the estate's October 14 protocol, results in the cost to close out shorts being less than the type 5 cash by \$257,571.75 (see SO Exhibit C.) LBI thus owes SO this value difference.

Component 1 totals \$257,571.75

Component 2 – "P&I" post September 19:

From September 19, 2008, through the date of this claim, Stonehill is aware of principal, interest and other payments on securities custodied at LBI that have flowed to LBI, as presented on Exhibit D.

Component 2 is comprised of the following currencies:

USD 6,173,078.91
GBP 5,262,140.69
EUR 122,442.03
CAD 164,576.11

Component 3 – Misdirected Wires on Private Investments:

After September 19, 2008, misdirected wires flowed to LBI with respect to non-custodied instruments (private investments.) In addition, certain foreign wires were sent to LBI just before LBI's proceeding, which were never posted to Stonehill's account (it was common for foreign wires to take several days to be posted, and the LBI proceeding interrupted the finalization.) Stonehill is aware of certain of these items which are listed on SI Exhibit E.

Component 3 is comprised of the following currencies:

USD 427,247.78
EUR 262.34
GBP 25,011.80

Component 4 – Cash Transfer in mid-September:

On September 17, 2008, two days before the SIPA proceeding, SO issued direction to LBI to transfer its securities and cash balance from LBI to an alternate prime broker. LBI

demanded that SO post cash collateral in order to effect the transfer, and SO delivered \$5,500,000, which was transferred by LBI to SO account number 732-41222-1. (SO's account statement as of September 19, 2008 depicts this cash as an investment in a money market fund, however, that Lehman fund on or about that date closed itself to new investment, and the funds remained in cash, as depicted in the September 30, 2008 statement.) This cash was excluded from the "true-up" described under Component 1 above, and still resides at LBI. SO Exhibit F provides supporting documentation.

Component 4 totals \$5,500,000.00

Component 5 – Incomplete Transaction re MAC Funding Purchase:

On trade date August 7, 2008 SI agreed to purchase from JP Morgan 2,000,000 MAC Funding I Ltd (cusip 55261B202) for consideration of \$655,000, by physical settlement. LBI debited cash in that amount from SI's account on August 12, 2008. Subsequent to the September 19 date of proceeding, we learned from JP Morgan that the trade had never settled: JP Morgan had not delivered the security to LBI and LBI had not paid the cash to JP Morgan. LBI must return that improperly debited cash to SO. Reference SO Exhibit G.

Component 5 totals \$655,000

Component 6 – Incomplete Transaction re US Power Generating Company:

On trade date March 27, 2008, Stonehill's two funds executed with LBI as the counterparty a negotiated sale of a private instrument: 15,130 shares of US Power Generating Company at a price of \$28 per share, for total consideration of \$423,640.00. Both SO and related account Stonehill Institutional Partners L.P. were the sellers; LBI was the buyer. The trade confirmations executed at the time are attached as Exhibit H (a). It was a private transaction subject to documentation, and had not closed by the September 19, 2008 date of the LBI proceeding.

At the time of the true-up described in Component 1, LBI personnel demanded that Stonehill Institutional Partners (SI) pay \$118,619.20 to the SIPC trustee in relation to this outstanding trade, which amount was paid on September 21, 2008. LBI misunderstood the nature of this transaction - LBI incorrectly treated this private, negotiated, unclosed trade as if it were a short sale by SI in which SI had failed to deliver the security, demanding collateral in the amount paid. This payment was improper and must be returned to SI. Please note that even though this trade was by both Stonehill funds (Institutional and Offshore, as evidenced by the trade confirmations), the payment demanded at time of true up was only demanded from SI, therefore this portion of this Component 6 claim is only claimed on behalf of SI, not SO, and is recounted here only for fullness of disclosure.

A second element of the claim arises from LBI's failure to close this negotiated trade. The current market value of US Power Gen stock is \$6 per share (see Exhibit H (b)); LBI's failure to close has cost Stonehill \$22 per share, times 8,730 shares (SO's portion of the trade), equals \$192,060.00.

Component 6 totals \$192,060.00

Component 7 – Incomplete Transaction re Zarlink Semiconductor common:

On August 15 and August 20, 2008, SO purchased shares in Zarlink Semiconductor with purchase prices of CAD 5,148.78 and CAD 16,936.56, for a total of CAD 22,085.34. JP Morgan, the clearing broker on the other side of the trade, was unable to settle prior to September 19, 2008. However, LBI debited SO's cash in these amounts at the time of trade and never returned the funds to SO. Exhibit I provides further detail.

Component 7 totals CAD 22,085.34

Component 8 – Forward Sales of Foreign Currencies:

Stonehill's portfolio included investments denominated in foreign currencies. To hedge such exposure, Stonehill routinely executed under its prime brokerage agreement with LBI forward sales of foreign currencies. Stonehill believes that no other Lehman entity other than LBI was involved in these transactions. SO had numerous foreign currency transactions open as of September 19, 2008, which were in a gain position because the dollar had strengthened against the foreign currencies during the term of the contracts. A brokerage statement listing the transactions, and their market values, and Stonehill's summary of that brokerage statement for ease of understanding, is SO Exhibit J.

Component 8 totals \$6,135,929.26

Component 9 – Cash Applied Late re Sale of Boston Gen:

On trade date August 1, 2008, SO executed with a third party (Kelts LLC) a negotiated sale of a private instrument: 2,000,000 EBG Holdings bank debt (aka Boston Gen) for a total consideration of \$1,788,283.65. The trade confirmation executed at the time is attached as SO Exhibit K(a). The transaction closed on August 26, 2008 and Kelts funded the purchase price to LBI (see closing documents SO Exhibit K(b).) LBI acknowledged receipt, but failed to post the cash to SO's account until October 10, 2008, (see email correspondence attached as SO Exhibit K(c)). Therefore this cash was excluded from the calculation done at the time of the "true-up" discussed under Component 1 above, and LBI owes this cash to SO.

Component 9 totals \$1,788,283.65

Component 10 – Interest on Accumulated Cash Balances:

If the court determines it appropriate, interest may be payable to SO on the accumulated cash balances which have resided at LBI. Stonehill cannot estimate the amount absent direction regarding the appropriate interest rates and a determination of the dates and amounts of funds received by LBI on SO's behalf.

The amount of this Component 10 claim cannot be quantified without direction from LBI and is therefore estimated.

Component 11 – Other Post Date of Claim and Unknown Activity:

Other amounts may have flowed into LBI with respect to SO's custodied securities of which we are not currently aware, and it is certain that amounts will continue to flow to LBI on securities which continue to be carried at LBI after the date of this claim. SO includes these presently unquantifiable amounts in its claim. As part of this claim, SO requests that LBI provide an accounting from September 19, 2008 forward of any cash items received or due with respect to custodied securities or other customer property of SO.

With regard to private investments, SO has no comprehensive way of determining what payments have flowed into LBI referencing Stonehill's account number or name. Considering Stonehill's distressed investing strategy, Stonehill's portfolio includes many private instruments which have irregular and unpredictable distribution dates, often without notice to us other than information conveyed by the wire transfer itself. As part of this claim, SO requests that LBI provide an accounting from September 19, 2008 forward of any cash items referencing any of the Stonehill accounts, and any Stonehill entity name, and includes all such presently unquantifiable amounts in its claim.

The amount of this Component 11 claim cannot be quantified and is therefore estimated.

End of Document

Fund	LEHM A/C #	Internal ID	LEHM ID	CUSIP/CINS	ISIN	SEDOL	Description	Expected Quantity	Notes
Offshore	732-40123	BTDPE	0081180	C002288103	QB0008811801	0081180	BARBART DEVELOPMENTS PLC		
Offshore	732-40123	5066351	US133568AB14	CUSIP68AB14	B0UNXZ66	133568AB1	CT GROUP FUNDING CO CDA SR NT RMD 4.65 07/01/2010	2,179,878.00	
Offshore	732-40123	CORE	CORE	218681104	US186811046	B0637B2	CORE MARK HOLDING CO INC	550,000.00	
Offshore	732-40123	DAL	DAL	247361702	US2473617023	B1W9D46	DELTA AIR LINES INC DEL COM NEW	13,377.00	
Offshore	732-40123	5446359	US9302AC08	US9302AC08	X50130764649	2769237	ENRON CORP RMD 678 06/15/2009	591,804.00	
Offshore	732-40123	5442794	29337YAD5	29337YAD5	X50130764649			300,000,000.00	
Offshore	732-40123	FRCPF	B04QZ20	359043106	CA3590431068	B04QZ20	ENRON CREDIT LINKED NOTES TR STEPLINOS CREDIT LINKED NOTE RMD 7.25 06/	1,000,000.00	
Offshore	732-40123	58B0F19	C370472BMO1	C370472BMO1	CA370472BMO1	B0CZYW3	GENERAL MOTORS ACCEPTANCE CORP OF CANADA LTD RMD 4.72143 05/22/2009	880,393.00	
Offshore	732-40123	HDV	HOV	442487203	US4424872038	2437167	HOV/NANIAN ENTERPRISES INC CL A	13,535,390.00	
Offshore	732-40123	LEHQ	462691AA4	462691AA4	US462691AA46	2221204	IRIDIUM LLC CORP SR NOTE SER C RMD 11.25 07/15/2009	402,500.00	
Offshore	732-40123	LEHQ	55265AAAN1	55265AAAN1	US55265AAAN170	B2P7YCS	LEHMAN BROS HDGS INC DEL SR REPSTO 1/100TH 7.95% PRPD PRD SER J	1,000,000.00	
Offshore	732-40123	538BNC61	573379AE2	573379AE2	US573379AE24		MAC CAPITAL LTD SER 2007.1 CL B-2L 144A/3CT RMD 7.045 07/26/2023	44,482.00	
Offshore	732-40123	533A467	X50107420217	Q73655AA1	X50107420217		MASONITE CORP SR SUB NT RMD 11.00 04/06/2015	6,000,000.00	
Offshore	732-40123	5070317	73971AB3	73971AB3	US73971AB30		PASMINCO FINANCE LTD EURO MEDULUM TERM NOTE RMD 0.000000001 02/10/2003	6,670,000.00	
Offshore	732-40123	5277207	X50108329771	X50108329771	5963045		PRATAMA DATAKOM ASIA ACCREDITED NVS RMD 12.15 07/15/2005	1,250,000.00	
Offshore	732-40123	5323609	69363VAD9	69363VAD9	X50108329771	5963045	PSINET INC EURO SERIES RMD 10.50 12/01/2006	500,000.00	
Offshore	732-40123	PDECE	B0391Y34	US1000099401	B0391Y34	PT SERAPD PRODUCE TEL SHS SERIES A		48,443,000.00	
Offshore	732-40123	5259929	76113BAF6	76113BAF6	US76113BAF67	B0NK4H4	RESIDENTIAL CAP CORP NT 7.375% ON 8/2/2007 RMD 8.375 06/20/2010	4,100,000.00	
Offshore	732-40123	RHDOF	X50118391936	N639PACZ	X50118391936	447176	SAIRGORD FINANCE RMD 6.625 10/06/2010	70,964,707.00	
Offshore	732-40123	5228681	CH0001188033	CH0001188033	447176		SECURITY MULT ASSET RMD 8.57 01/01/2019	1,341,234.00	
Offshore	732-40123	5595002	US0811701245	US0811701245	US81701245		SIDEK CREDITOR TRUST TR CTF SER B	31,627,000.00	
Offshore	732-40123	5596002	841338A01	841338A01	US841338A010		SOUTHEAST BANKING CORP CONV SUB CAPITAL NOTE RMD 6.50 03/15/1999	7,000,000.00	
Offshore	732-40123	5093597	XX5093597000	XX5093597000	282465		SOUTHEAST BANKING CORP CONV SUB CAPITAL NOTE RMD 6.50 03/15/1999	5,000.00	
Offshore	732-40123	5596001	841338AF3	841338AF3	US841338AF37		SOUTHEAST BANKING CORP STAMPED CERTIFICATES RMD 5.25 11/12/1997	992,000.00	
Offshore	732-40123	5551644	841338AD8	841338AD8	US841338AD88		SOUTHEAST BANKING CORP STAMPED CERTIFICATES RMD 5.25 11/12/1997	1,839,000.00	
Offshore	732-40123	58DHSQ5	85431AAM0	85431AAM0	US85431AAM09		SOUTHEAST BKO CORP SUB NTS REGORD 10.50 04/11/2001	5,350,000.00	
Offshore	732-40123	TI04832	CAB794179720	879417972	US8794179720		ST ANFIELD VICTORIA FIN LTD MEDIUM TERM NTS144A 3CT RMD 01/25/2008	1,312,000.00	
Offshore	732-40123	LCC	LCC	90341W108	US90341W1080	B0LCKM4	TELESCLOPE CANADA INC TEMP 8% 10/23/2026	8,756,000.00	
Offshore	732-40123	CO10314	125127159	125127159	US1251271599		US AIRWAYS GROUP INC	4,600,000.00	
Offshore	732-40123	5337135	92923CAP9	92923CAP9	US92923CAP95		WTS CD RADIO INC EXP 5/15/2009 ACCREDITED NTS	700,890.00	
Offshore	732-40123	5489304	92923CAG9	92923CAG9	US92923CAG96	B0CYN017	WCI COMMNTYS INC SR SUB NT RMD 6.625 09/15/2015	18,000.00	
Offshore	732-40123	WAAPO	WAAPO	939322814	US9393228146	9399951	WCI COMMUNITIES INC GTD SENIOR SUB NOTE 9.12500% 5/1/2012 92923CAG9	13,105,000.00	
Offshore	732-40123	ZARLE	3297102	989139100	CA9891391000	B292578	WASHINGTON MUTUAL INC 7.75% SERIES R NON CUMULATIVE PERPETUAL CONV	14,645,000.00	
Offshore	732-40123	US6240AF3	US6240AF3	US6240AF3	US6240AF3		ZARLINK SEMICONDUCTOR INC	3,520.00	
Offshore	732-40123	US6240AF3	US6240AF3	US6240AF3	US6240AF3		GMAC LLC 7.5% 12/31/2015 PVT	5,463,786.00	
Offshore	732-40123	98931UJAS	98931UJAS	98931UJAS	US98931UJAS1		ZIFE DAVIS MEDIA INC SR SEC'D NT FLTG RATE NEW	1,243,000.00	
Offshore	732-40123	US53261B2025	US53261B2025	US53261B2025	US53261B2025		MAC FUNDINO I LTD PRIN PROTECTED SECS ACCREDITEDNVS	1,417,000.00	
Offshore	732-40123	5142821	74437CAB7	74437CAB7	US74437CAB7	2766009	ENRON CORP RMD 77 06/18/2008	92,778.00	
Offshore	732-40123	74437CAB7	74437CAB7	74437CAB7	US74437CAB7		PSINET INC SENIOR NOTES SER B, IN DEFALUT 11.000000% 02/15/2003 74437CAB7	920,000,000.00	
Offshore	732-40123	74437CAB7	74437CAB7	74437CAB7	US74437CAB7		PSINET INC SR NOTE, IN DEFALUT 10.50000% 12/01/2006 74437CAB7	83,980,000.00	
Offshore	732-40123	74437CAB7	74437CAB7	74437CAB7	US74437CAB7		PSINET INC SR NTS, IN DEFALUT 11.50000% 11/01/2008 74437CAB7	133,270,000.00	
Offshore	732-40123	5200000	74437CAB7	74437CAB7	US74437CAB7		PSINET INCORPORATED SR NTE, IN DEFALUT 11.000000% 08/01/2009 69363VAB3	76,891,000.00	
Offshore	732-40123	5253156	69363VAB3	69363VAB3	US69363VAB3		Removed by Lehman, but there will be future distributions	173,811,000.00	

MARGIN SUMMARY
COB
9-18-08

TOTAL COLLATERAL

TOTAL LMV TYPE 1 LONG POSITIONS (US\$)	266,659,029.00
TOTAL LMV TYPE 1 LONG POSITIONS (C\$ value converted to US\$)	12,599,576.53
TOTAL LMV TYPE 1 LONG POSITIONS (BP value converted to US\$)	1,698,499.33
TOTAL LMV TYPE 1 LONG POSITIONS (EM value converted to US\$)	2,724,187.15
TOTAL LMV TYPE 1 LONG POSITIONS (JY value converted to US\$)	0.00
TOTAL LMV TYPE 2 LONG POSITIONS (US\$)	33,123,055.72
TOTAL LMV TYPE 2 LONG POSITIONS (C\$ value converted to US\$)	349,136.76
TOTAL LMV TYPE 2 LONG POSITIONS (BP value converted to US\$)	0.00
TOTAL LMV TYPE 2 LONG POSITIONS (EM value converted to US\$)	0.00
TOTAL LMV TYPE 2 LONG POSITIONS (JY value converted to US\$)	0.00

TOTAL USD DELIVERABLE COLLATERAL 299,782,084.72

TYPE 1 CASH (US\$)

TYPE 1 CASH C\$ (value converted to US\$)	230,007.94
TYPE 1 CASH BP (value converted to US\$)	0.00
TYPE 1 CASH JY (value converted to US\$)	0.00
TYPE 1 CASH EM (value converted to US\$)	0.00

TYPE 2 CASH (US\$)

TYPE 2 CASH C\$ (value converted to US\$)	0.00
TYPE 2 CASH BP (value converted to US\$)	134,366.80
TYPE 2 CASH JY (value converted to US\$)	0.00
TYPE 2 CASH EM (value converted to US\$)	0.00

TOTAL USD CASH COLLATERAL 230,007.94

TOTAL EXPOSURES

TYPE 2 DEBIT BALANCE	531,364.02
TYPE 2 (C\$) DEBIT BALANCE	1,936,073.34
TYPE 2 (EM) DEBIT BALANCE	145,170.42

TOTAL EXPOSURE 2,612,547.78

TOTAL COLLATERAL NEEDED TO COVER EXPOSURE 2,248,173.04

TOTAL VALUE OF COLLATERAL AVAILABLE FOR DELIVERY	314,905,311.44
TOTAL CASH AVAILABLE FOR PAYMENT	0.00

**Note: Proceeds generated from the close out of shorts will result in a cash in lieu claim

So Exhibit B

TC	OPEN T/D BAL	CLOSE T/D BAL	OPEN S/D BAL	CLOSE S/D BAL	MARKET VALUE	DLA
12	213,657.18	230,007.94	213,657.18	230,007.94	266,659.029	09/19/08
28	1,380,961.05	531,354.02	1,071,771.29	2,980,096.36	33,123.055	09/19/08
53	54,286,948.36	56,231,081.00	54,286,948.36	56,231,081.00	55,796,251-	09/19/08
55	55,881,566.59	55,922,724.92	53,428,834.25	53,476,992.50	233,965,632	
-ACTIVITY						
LONG/SHORT(-)						
DESCRIPTION	CUSIP/SEC	PRICE/ENT	T/D	TRD #	DEBIT/CREDIT(-)	
MEMBERS GROUP FINANCE B V			09/19		1,981,503.16	
NEWMSR						
12 09/19						

[illegible]

SECURITY	LONG/SHORT (-)	SECURITY DESCRIPTION	CUSIP/SEC	PRICE	MARKET VALUE	MARGIN REQUIREMENT
10A	1.0000	ACAT DELIVERY IN PROGRESS	XXA0009220	0.00000	0	0
11	091908	DO NOT TRANSFER SECURITIES	A0000928			
12	091708	ACACIA RESEARCH - ACACIA TECHNOLOGIES	00306813070	4.38000	2,122,026	1,453,443
12	091708	ABOVENET INC	A0133707	484,481.0000	21,228,495	21,228,495
12	092107	ABOVENET INC	00374N1070	54.03000H	392,902.0000	372,000
12	092107	ABOVENET INC	A014468	31.00000H	1,240,000	
12	092107	ABOVENET INC	00374N1250	40,000.0000	5,922,728	
12	092107	ABOVENET INC	A017465	2.71700H	5,922,728	
12	092107	ABOVENET INC	00374N1050	2,179,078.0000	567,747	
12	092107	ABOVENET INC	B157756	1.99000	567,747	
12	092107	ABOVENET INC	20038K1090	285,300.0000	0	
12	092107	ABOVENET INC	C000344	0.00000H	65,307	
12	092107	ABOVENET INC	1251271590	18,000.0000	0	
12	092107	ABOVENET INC	C010314	9.80000H	0	
12	092107	ABOVENET INC	2003341000	6,664.0000	0	
12	092107	ABOVENET INC	C012108	0.00000H	0	
12	092107	ABOVENET INC	1696791070	25,942.0000	112,045	
12	092107	ABOVENET INC	C012394	13,377.0000		
12	092107	ABOVENET INC	2186811040			
12	092107	ABOVENET INC	C014618			

CLIENT 012		MARGIN ACTIVITY STATEMENTS		09/19/08		PAGE 93763	
TC	LDA	SECURITY DESCRIPTION	CURR-CODE: 000	CUSIP/SEC	PRICE	MARKET VALUE	MARGIN REQUIREMENT
12	043008	LONG/SHORT(-) SECURITIES SA-ORD		P2006N1020	1.47292H	164,674	164,674
12	031808	AP 1 PAR		C080316	111,801.0000	0	0
12	031808	DECISIONONE CORP NEW		2434571080	0.00000H	0	0
12	031808	36.0000		D004752	36.0000	0	0
12	031808	880,395.0000		3590431060	1.53675	1,352,947	1,352,947
12	092707	WANGGUANGDONG ALLIANCE		F104640	880,395.0000	0	0
12	092707	SIS		G418151040	0.00000H	0	0
12	092707	WANGH WATER SUPPLY HL		G005001	50,913.0000	0	0
12	092707	SIS		G385411010	0.00000H	0	0
12	092707	WTS ITC COMMUNICATIONS INC		G005020	19,346.0000	0	0
12	092707	HOVANIAN ENTERPRISES INC-CL A		H011304	11,911.0000	0	0
12	092707	402,500.0000		4424872030	9.05000	3,642,625	1,821,312
12	092707	RIS KAISER GOVT PROGRAMS INC		H394718	402,500.0000	0	0
12	092707	PUT RT PUR PRD KAISER GROUP		4830581110	0.00000	0	0
12	092707	KEN PWR CORP		K002715	51,750.0000	0	0
12	092707	COH 144A		49373X1030	0.00000H	0	0
12	092707	LEHMAN BROS HLDS INC		K003938	2,718,868.0000	0	0
12	092707	DEP SH REPSTG 1/100TH 7.95%		52520W1170	0.11000H	4,893	4,893
12	092707	PRIN PROTECTED SECS ACCREDITED		L008500	44,482.0000	0	0
12	092707	NEENAH ENTERPRISES INC		55261B2020	0.00000H	0	0
12	092707	WTS NEENAH ENTERPRISES INC		M014518	2,000,000.0000	537,265	537,265
12	092707	53,071.0000		64007P1030	1.55000H	0	0
12	092707	PATENT LITIGATION TR		N009197	346,623.0000	0	0
12	092707	BENEFICIAL TRUST INTERESTS		64007P1110	0.00000	0	0
12	092707	MMPT SIERAD PRODUCE TBK		N009546	75,745.0000	26	26
12	092707	SIS SERIES A		7030441070	0.00050H	377,532	377,532
12	092707	PC1 INC		P011578	53,071.0000	0	0
12	092707	MMRETAIL HOLDINGS N V		V7144Y1340	0.00532H	402,777	402,777
12	092707	1,341,254.0000		P017046	70,964,707.0000	10,730,032	10,730,032
12	092707	SUNSHINE MNG & REFINO COMPANY		N741081060	3.99000	0	0
12	092707	PAR 70.01		P019436	134,259.0000	0	0
12	092707	11,483,635.0000		N741081060	8.00000H	0	0
12	092707			R005483	1,341,254.0000	0	0
12	092707			8678336000	0.00000H	0	0
12	092707			S011728	11,483,635.0000	0	0

BRR56 CLIENT 012		MARGIN ACTIVITY STATEMENTS		09/19/08		PAGE 93764	
732-40125	RR: H01 STONEHILL	CURR-CODE: 000					
TC LDA	LDNG/SHORT(-)	SECURITY DESCRIPTION		CUSIP/SEC		PRICE	
12 092607	5,000.0000	MMSIDEK CREDITOR TRUST		G611701240		0.00000H	
12 031808	233,100.0000	TR CTF SER B		S015075 SB		5,000.0000	
12 091708	9,200.0000	SDFX INTERACTIVE INC		88553X1030		0.01700H	
12 031808	244,444.0000	NEW		T001116 SB		233,100.0000	
12 031808	13,000,000.0000	MNTTRANSOCEAN INC		G900731000		125.40000H	
12 090908	45,471.0000	COM 144A		T010389 SB		9,200.0000	
12 091608	92,000.0000	MNTTHUNDERBIRD RESORTS INC		88605P1060		0.00000H	
12 031808	201,455.0000	MNTTELEGLOBE CANADA INC		T010488 SB		244,444.0000	
12 031808	187.0000	TEMP 8Z 10/23/2026		87961T9720		0.00000	
12 091608	92,000.0000	MNTTHUNDERBIRD RESORTS INC		T106832 SB		13,000,000.0000	
12 031808	201,455.0000	NEW		G865761060		5.50000H	
12 031808	187.0000	US AIRWAYS GROUP INC		T106117 SB		45,471.0000	
12 031808	201,455.0000	MNTVIA TEL HOLDING BERMUDA		90361W1060		7.91000	
12 031808	201,455.0000	LIMITED NEW		U003620 SB		92,000.0000	
12 031808	201,455.0000	MNTWEBLINK WIRELESS		G934471110		1.00000H	
12 031808	201,455.0000	WASHINGTON MUTUAL INC		V006215 SB		187.0000	
12 031808	201,455.0000	7.75% SERIES R NON CUMULATIVE		W003885 SB		0.00000	
12 031808	201,455.0000	MNTZARLINK SEMICONDUCTOR INC		9393228140		201,455.0000	
12 031808	201,455.0000	FULTON CNTY GA DEV AUTH SPL		W005336 SB		335.00000	
12 031808	201,455.0000	FACS REV DELTA AIRLINES INC		9891391000		5,520.0000	
12 031808	201,455.0000	DUE 05/01/2013 5.300Z		Y001713 SB		0.43000	
12 031808	201,455.0000	NEW YORK N Y CITY INDL DEV AGY		388W7X8 SB		2,091,544.0000	
12 031808	201,455.0000	SPL FAC REV NORTHWEST AIRLINES		388W7X8 SB		120,000.0000	
12 031808	201,455.0000	DUE 06/01/2027 6.000Z		388W7X8 SB		120,000.0000	
12 031808	201,455.0000	CALIFORNIA STATEWIDE CRNTYS		388W7X8 SB		120,000.0000	
12 031808	201,455.0000	DEV AUTH SPL FACS DEV UTD AIR		388W7X8 SB		120,000.0000	
12 031808	201,455.0000	DUE 10/01/2034 5.625Z		388W7X8 SB		120,000.0000	
12 031808	201,455.0000	MOBILE ALA INDL DEV BRD SOLID		388W7X8 SB		120,000.0000	
12 031808	201,455.0000	WSTE DISP RV REF-MOBILE ENERGY		388W7X8 SB		120,000.0000	
12 031808	201,455.0000	DUE 01/01/2020 6.950Z		388W7X8 SB		120,000.0000	
12 031808	201,455.0000	CIT GROUP INC		388W7X8 SB		120,000.0000	
12 031808	201,455.0000	MEDIUM TERM SR NTS		388W7X8 SB		120,000.0000	
12 031808	201,455.0000	DUE 10/27/2008 2.905Z		388W7X8 SB		120,000.0000	

12560PEA50	99.31400H	5,462,270	1,630,681
5880TK4	SB	5,500,000.0000	
13077Y9A60	SB	4.00000H	304,000
3006857	SB	7,600,000.0000	304,000
607168AY70	SB	0.00000H	0
3661670	SB	195,294.0000	0

8HR56	CLIENT 012	MARGIN ACTIVITY STATEMENTS	09/19/08	PAGE 93765
732-40125	RR: H&I STONEMILL	CURR-CODE: 000		
12	TC LDA	SECURITY DESCRIPTION		
12	031808	LONG/SHORT(-)		
		STANFIELD VICTORIA FTN LTD MTN		
		550,000.0000		
		VR 032406-032509		
		588FSB4 SB	0.0000H	0
		550,000.0000		
12	092507	DUE 03/25/2009		
		2284499A40	0.0000	0
		588JQ7 SB	29,260,000.0000	0
12	090208	SR SUB NOTES - ESCROW CUSIP-		
		DUE 09/01/2005 11.000%		
		65753NAB60	0.0000H	0
		588KLB4 SB	6,500,000.0000	0
		64007LAR70	76.62500	352,475
		588KVC2 SB	460,000.0000	158,613
12	060308	NEENAH CORP		
		SR SEC2 NT		
		DUE 01/01/2017 9.500%		
		36186KAD70	37.9725H	1,310,052
		588KVN6 SB	3,450,000.0000	1,310,052
12	060408	MAC CAPITAL LTD		
		SER 2007-1 CL B-2L 144A/SC7		
		DUE 07/26/2023 7.045%		
		55265AAN10	0.0000	0
		588NND6 SB	6,050,000.0000	0
12	060608	CHACH HOME EQUITY LN TR		
		SERIES 2007-HE2 CLASS A6		
		DUE 12/25/2037 6.249%		
		36186LAG80	46.66422H	1,609,915
		588QTY6 SB	3,450,000.0000	1,609,915
12	060808	CHACH HOME EQUITY LN TR		
		SERIES 2007-HE2 CLASS A2		
		DUE 12/25/2037 6.054%		
		36186LAB90	48.83500H	1,720,906
		588QTY6 SB	3,523,920.0000	1,720,906
12	062508	CHACH HOME EQUITY LN TR		
		SERIES 2007-HE2 CLASS A4		
		DUE 12/25/2037 6.424%		
		36186LAD50	32.07718H	5,828,423
		588QTY6 SB	18,170,000.0000	5,828,423
12	080508	CHACH HOME EQUITY LN TR		
		SERIES 2007-HE2 CLASS A3		
		DUE 12/25/2037 6.193%		
		36186LAC70	48.54300H	7,480,476
		588QVB1 SB	15,410,000.0000	7,480,476
12	080708	MASONITE CORP		
		SR SUB NT		
		DUE 04/06/2015 11.000%		
		575379AE20	23.0000H	1,534,100
		588RZC1 SB	6,670,000.0000	1,534,100
12	080408	STANDARD PACIFIC CORP		
		CUT SENIOR SUB NOTES		
		DUE 10/01/2012 6.000%		
		853763AAB0	93.37500	944,955
		588CLN9 SB	1,012,000.0000	283,486
12	091608	PHH MORTGAGE TRUST		
		SER 2007-SLI CLASS TAGS 144A		
		DUE 12/25/2027 6.600%		
		69337VAE40	80.37500H	11,310,958
		588CLC0 SB	17,236,000.0000	11,310,958
12	031808	STANFIELD VICTORIA		
		EURO MEDIUM TERM NOTE		
		DUE 03/28/2008		
		68439CAN00	0.0000H	0
		588SLJ0 SB	1,150,000.0000	0

BNRS6 CLIENT 012		MARGIN ACTIVITY STATEMENTS		09/19/08		PAGE 95766	
732-40125	RR: H61 STONEHILL	OFFSHORE	CURR-CODE: 000	PRICE	MARKET VALUE	MARGIN REQUIREMENT	
TC LDA	LONG/SHORT(-)	SECURITY DESCRIPTION	CUSIP/SEC				
12 080408	26,875,000.0000	RESIDENTIAL CAP LLC	76114EAE20	62.00000H	16,662,500	16,662,500	
		SR SECD NT	5BDQMP4 SB	26,875,000.0000			
061308	4,600,000.0000	DUE 05/15/2010 8.500%	05431AJM00	0.00000	0	0	
		STANFIELD VICTORIA FIN LTD	5BDHSQ5 SB	4,600,000.0000			
12 090208	7,625,000.0000	MEDIUM TERM NTS144A SC7					
		DUE 01/25/2008					
		CAPMARK FINL GROUP INC SR NT	140661AD10	76.93300	5,866,141	1,759,842	
		FLT 10	5BDKTR1 SB	7,625,000.0000			
061108	2,294,000.0000	DUE 05/10/2010 3.452%	98951UAA50	0.00000H	0	0	
		ZIFF DAVIS MEDIA INC	5BDNVY1 SB	2,294,000.0000			
		SR SECD NT FLTG RATE NEW					
061208	9,085,000.0000	DUE 05/01/2012	9895SC9910	0.00000H	0	0	
		ZIFF DAVIS MEDIA INC	5BDNVZ6 SB	9,085,000.0000			
		SR SECD NT - ESCROW CUSIP -					
		DUE 05/01/2012					
		MONTANA POWER CO	612NNT18A90	0.00000	0	0	
		- TENDER OFFER -	5BDQHL0 SB	201,000.0000			
		DUE 12/21/2026					
060808	340,000.0000	MONTANA POWER CO	612NNT19C40	0.00000	0	0	
		- CONTRA CUSIP -	5BDQNT2 SB	340,000.0000			
		DUE 12/23/2026					
062008	197,000.0000	MONTANA POWER CO	612NNT19B60	0.00000	0	0	
		- TENDER OFFER -	5BDQPD8 SB	197,000.0000			
		DUE 12/20/2006					
061108	11,676,000.0000	MONTANA POWER CO	66899ABG60	0.00000	0	0	
		- CONTRA CUSIP -	5BDQSC5 SB	11,676,000.0000			
		DUE 03/15/2007					
062208	16,863,000.0000	NORTHWESTERN CORP	66899ABF80	0.00000	0	0	
		NORTHWESTERN CORPORATION	5BDRLG4 SB	16,863,000.0000			
		SENIOR DEBENTURE					
		DUE 11/15/2028					
061108	7,528,000.0000	NORTHWESTERN CORP	66899ABH40	0.00000	0	0	
		- CONTRA CUSIP -	5BDXBS2 SB	7,528,000.0000			
		DUE 03/15/2012					
091208	4,950,000.0000	VICTORIA FIN LTD 144A VR	9262G0AL30	0.00000	0	0	
		090908-121208	5BFRPV0 SB	4,950,000.0000			
		DUE 12/12/2006					
091208	1,100,000.0000	VICTORIA FIN LTD 144A VR	9262G0AF60	0.00000	0	0	
		090908-021709	5BFRBQ5 SB	1,100,000.0000			
		DUE 02/17/2009					
061808	4,644,999.0000	GREEN TREE FINL CORP	393505UY60	0.00000H	0	0	
		SER 1997-4 HFD HSG SR/SUB	5C4B250 SB	4,644,999.0000	AMORTIZED AMOUNT	2614,367.94	
		DUE 02/15/2029					

BHR56 CLIENT 012		MARGIN ACTIVITY STATEMENTS		09/19/08		PAGE 93767	
732-40125	RR: H61 STONEHILL	OFFSHORE	CURR-CODE: 000	PRICE	MARKET VALUE	MARGIN REQUIREMENT	
TE LDA	LONG/SHORT(-)	SECURITY DESCRIPTION	CUSTP/SEC	0.0000H	0	0	
12 031808	795,000.0000	CORPORATE FINANCIAL	53505VC00	0.0000H	0	0	
		SECURITIZED MULTIPLE ASSET	5C58202 SB	795,000.0000	AMORTIZED AMOUNT	446,349.60	
12 031808	14,000,000.0000	RATED TR ASSET BKD NT	81375BAN20 SB	0.0000H	0	0	
		GLOBAL RATED ELIGIBLE ASSET	5C60831 SB	14,000,000.0000	0	0	
12 031808	31,643,000.0000	TR CL A2	5C64242 SB	0.0000H	0	0	
		GLOBAL RATED ELIGIBLE ASSET	5C64242 SB	31,643,000.0000	0	0	
12 031808	12,362,000.0000	DUE 03/15/2006 7.350%	5C64936 SB	0.0000H	0	0	
		GLOBAL RATED ELIGIBLE ASSET TR	5C64936 SB	12,362,000.0000	0	0	
12 031808	1,000,000.0000	DUE 09/15/2007 7.060%	70557RAA80 SB	0.0000H	0	0	
		SECURITIZATION IIASTK/SERIES	5E11267 SB	1,000,000.0000	0	0	
12 031808	30,068,000.0000	DUE 05/10/2031 2.943%	81375BAW40 SB	0.0000H	0	0	
		SECURITIZED MULTIPLE ASSET	5E12094 SB	30,068,000.0000	0	0	
12 031608	4,025,000.0000	DUE 11/15/2006 7.710%	561856CV70 SB	52.9380H	1,900,914	1,900,914	
		CHACH HOME EQUITY LOAN TRUST	5F23941 SB	4,025,000.0000	AMORTIZED AMOUNT	3590,832.14	
12 030208	8,947,000.0000	DUE 06/25/2034 2.681%	76110VSQ20 SB	99.65760H	1,423,689	1,423,689	
		RESIDENTIAL FDG MTG SECS II	5F99267 SB	8,947,000.0000	AMORTIZED AMOUNT	1428,580.64	
12 032708	2,990,000.0000	DUE 09/25/2020 2.571%	76110VTD00 SB	70.04400H	2,094,315	2,094,315	
		RESIDENTIAL FDG MTG SECS II	5106641 SB	2,990,000.0000	0	0	
12 033008	2,150,000.0000	DUE 11/25/2020 5.190%	126685DW30 SB	78.56092H	1,689,059	1,689,059	
		CHACH HOME EQUITY LOAN TRUST	5119024 SB	2,150,000.0000	0	0	
12 060408	9,200,000.0000	DUE 07/25/2027 5.627%	126685DX10 SB	41.12617H	3,783,607	3,783,607	
		CHACH HOME EQUITY LOAN TRUST	5119025 SB	9,200,000.0000	0	0	
12 091608	6,836,750.0000	DUE 07/25/2027 5.841%	38012TA880 SB	57.55283H	3,934,743	3,934,743	
		CHACH HOME EQUITY LN TR	5139489 SB	6,836,750.0000	0	0	
12 072808	1,725,000.0000	DUE 10/25/2036 5.750%	38012TA040 SB	83.11753H	1,433,777	1,433,777	
		CHACH HOME EQUITY LOAN TRUST	5141557 SB	1,725,000.0000	0	0	
12 070708	4,070,000.0000	DUE 10/25/2036 6.086%	126684AC30 SB	87.26355H	3,551,626	3,551,626	
		COUNTRYWIDE ASSET BK CERT	5143662 SB	4,070,000.0000	0	0	
		SERIES 2006-2N CLASS A3					
		DUE 03/25/2034 5.658%					

BMS6 CLIENT 012		MARGIN ACTIVITY STATEMENTS		09/19/08		PAGE 95768	
732-40125	RR: H81 STONEHILL	OFFSHORE	CURR-CODE: 000	PRICE	MARKET VALUE	MARGIN REQUIREMENT	
TC LOA	18,501,000.0000	SECURITY DESCRIPTION	CUSIP/SEC	0.0000H	0	0	
12 031808		PAP HEALTHCARE CORPORATION	693344AC70				
		SUB DEB CV	5002347 SB	18,501,000.0000			
		DUE 12/15/2002					
		MMPOLLY PECK INTERNATIONAL	671564H20	0.0000H	0	0	
		DUE 01/03/1997	5018341 SB	10,815,000.0000			
		ESC CMDISCD INC	2003368890	0.0000H	0	0	
		NOTE - ESCROW -	5030910 SB	1,450,000.0000			
		DUE 01/15/2003					
		IONICA PLC	462213A480	0.0000H	0	0	
		SR NOTE	5033225 SB	3,000,000.0000			
		DUE 08/15/2006					
		ESC KITTY HAWK INC	4983269C30	0.0000H	0	0	
		SR SEC'D NTS	5037926 SB	11,530,000.0000			
		DUE 11/15/2004					
		WOLVERINE TUBE INC	978093AE20	92.0000H	888,720	888,720	
		SENIOR NOTE SER B	5042652 SB	966,000.0000			
		DUE 06/01/2009					
		CENTRAL TRACTOR FARM & COUNTRY	155560AA30	0.0000H	0	0	
		INC SR NOTE	5046016 SB	2,540,000.0000			
		DUE 06/01/2007					
		IONICA PLC	462213AK50	0.0000H	0	0	
		SENIOR DISC NOTES	5051503 SB	3,000,000.0000			
		DUE 05/01/2007					
		KEY PLASTICS INC	493137AD50	0.0000H	0	0	
		SR SUB NOTE SER B	5065089 SB	1,650,000.0000			
		DUE 03/15/2007					
		PRATAMA DATAKOM ASIA	739731AB30	0.0000H	0	0	
		ACCREDITED INVS	5070317 SB	500,000.0000			
		DUE 07/15/2005					
		ENERGY GROUP OVERSEAS BV	292689AC00	32.5000H	6,136,000	1,888,000	
		GTD NOTES 7.375% 10/9/98	5070867 SB	18,880,000.0000			
		DUE 10/15/2017					
		ENERGY GROUP OVERSEAS BV	292689AD80	32.5000H	9,955,725	3,063,300	
		GTD NT	5071495 SB	30,633,000.0000			
		DUE 10/15/2027					
		MRG ENERGY INC	629377AD40	0.0000H	0	0	
		SR NOTE	5075991 SB	34,450,000.0000			
		DUE 06/15/2007					
		READ RITE CORP	755246AA30	0.0000H	0	0	
		CONV SUB NOTES	5077083 SB	10,350,000.0000			
		DUE 09/01/2004					

BMRS6 CLIENT 012
732-40125 RR: H81 STONEHILL
TC LDA LONG/SHORT(-)
12 012908 5,550,000.0000

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BMR56 CLIENT 012		MARGIN ACTIVITY STATEMENTS		09/19/08		PAGE 93770	
732-40125	RR: H81 STONEHILL	SECURITY DESCRIPTION	CURR CODE: 000	CUSIP/SEC	PRICE	MARKET VALUE	MARGIN REQUIREMENT
TC L0A	LONG/SHORT(-)	INSILCO HOLDING CO		457661AA0	0.00000	0	0
12 031808	8,250,000.0000	SR DISC NT		5143514	8,250,000.0000	0	0
12 092507	16,275,000.0000	DUE 08/15/2008 14.000%		H7110NAD50	12.17100H	1,980,830	594,249
12 031808	24,385,000.0000	SR DISC NT		5144489	16,275,000.0000	0	0
12 031808	27,500,000.0000	DUE 07/07/2005 0.125%		74972EAC20	0.00000H	0	0
12 031808	100,930,000.0000	CHS ELECTRONICS INC		5145204	24,385,000.0000	0	0
12 031808	50,420,000.0000	SR NTS		12542AAB30	0.00000H	0	0
12 072208	6,705,304.0000	SENOR NOTES		5147251	27,500,000.0000	0	0
12 031808	34,270,000.0000	DUE 04/15/2005 9.875%		15133CAC50	0.00000H	0	0
12 031808	25,057,250.0000	MMCENTAUR MINING & EXPL LTD		5150557	100,930,000.0000	AMORTIZED AMOUNT 89870,352.00	0
12 031808	23,417,000.0000	SENOR SECND NOTE		302080AB50	0.00000H	0	0
12 0522908	76,891,000.0000	DUE 12/01/2007 11.000%		5156280	50,420,000.0000	0	0
12 031808	19,560,000.0000	EXODUS COMMUNICATIONS INC		963150AA50	53.75000H	3,604,100	1,081,230
12 031808	27,850,000.0000	SR NTS		5169853	6,705,304.0000	0	0
12 031808	34,450,000.0000	WHEELING PITTSBURGH STL CORP		786490AA30	0.00000H	0	0
12 031808	25,057,250.0000	SR SECND NT		5173374	34,270,000.0000	0	0
12 031808	23,417,000.0000	SAFETY KLEEN SERVICES INC		629377AM20	0.00000	0	0
12 031808	76,891,000.0000	SR SUB NOTE		5174451	25,057,250.0000	0	0
12 031808	19,560,000.0000	MRG ENERGY INC		N5639BA60	0.00000H	0	0
12 031808	27,850,000.0000	SENOR DEB		5196207	23,417,000.0000	0	0
12 031808	34,450,000.0000	DUE 05/15/2006 6.500%		74437CAD30	0.00000H	0	0
12 031808	25,057,250.0000	MMCSAIR GROUP FINANCE B V		5200900	76,891,000.0000	AMORTIZED AMOUNT 65681,945.35	0
12 031808	19,560,000.0000	DUE 06/08/2006 4.375%		92923CAM60	39.00000H	7,628,400	7,628,400
12 031808	27,850,000.0000	PSINET INC		5214313	19,560,000.0000	0	0
12 031808	34,450,000.0000	SR NTS		81375BAJ10	0.00000H	0	0
12 031808	25,057,250.0000	MCI COMMUNITIES INC		5216675	27,850,000.0000	0	0
12 031808	19,560,000.0000	CONV SENIOR SUB NOTE		629377AE20	0.00000	0	0
12 031808	27,850,000.0000	SECURITIZED MULTIPLE ASSET		5219666	34,450,000.0000	0	0
12 031808	34,450,000.0000	RATED TR 1997-5 ASSET BACKED					
12 031808	25,057,250.0000	MRG ENERGY INC					
12 031808	19,560,000.0000	SR NOTE					
12 031808	27,850,000.0000	DUE 06/01/2009 7.500%					

BMR56 CLIENT 012		MARGIN ACTIVITY STATEMENTS		09/19/08		PAGE 93771	
732-40125 RR: H&I STONEHILL		CURR-CODE: 000		PRICE		MARKET VALUE	
TC LDA LONG/SHORT(-)		SECURITY DESCRIPTION		CUSIP/SEC		MARGIN REQUIREMENT	
12	031808	6,800,000.0000	CONSUMER PACKAGING INC	21061PADB0	0.00000H	0	0
			SR NOTE	5220319 SB	8,800,000.0000	0	0
			DUE 02/01/2007				
12	031808	23,300,000.0000	INSILCO CORP	457659AH20	0.00000H	0	0
			SR SUB NOTE SER-B	5223763 SB	23,300,000.0000	0	0
			DUE 08/15/2007				
12	092607	23,420,000.0000	MMPOLLY PECK INTL FINANCE LTD	071536AB50	0.00000H	0	0
			DUE 11/19/1990	5225032 SB	23,420,000.0000	0	0
			MCI COMMUNITIES INC	92923CAK00	33.00000	2,233,770	670,131
			CONV	5225280 SB	6,769,000.0000		
12	081308	6,769,000.0000	DUE 08/05/2023				
			MMSSEA HOLDINGS	XMS2296010	0.00000H	0	0
			DUE 07/13/2049	5229681 SB	5,700.0000		
			MMPERGRINE INVEST HOLDINGS LTD	XMS2299550	0.00000H	0	0
			DUE 06/20/2000	5229955 SB	2120,000,000.0000		
12	0101207	2120,000,000.0000	BUDGET GROUP INC	119003AF80	0.00000	0	0
			SR NTS	5230760 SB	6,395,000.0000	0	0
			DUE 04/01/2006				
12	031808	26,335,000.0000	TELEGLORIE INC	87941TAD70	0.00000H	0	0
			GTD DEB	5231755 SB	26,335,000.0000	0	0
			DUE 07/20/2009				
12	031808	53,161,000.0000	TELEGLORIE INC	87941TAE50	0.00000H	0	0
			DEB	5231763 SB	53,161,000.0000	0	0
			DUE 07/20/2029				
12	031808	79,740,000.0000	GLOBAL RATED ELIGIBLE ASSET TR	37937MAD10	0.00000H	0	0
			1998-A ASSET BACKED NT A-3	5233639 SB	79,740,000.0000	0	0
			DUE 01/15/2002				
12	092607	7,000,000.0000	SFC NEW HLDS INC	784123AF80	0.00000H	0	0
			SR SUB NT	5237126 SB	7,000,000.0000	0	0
			DUE 08/15/2003				
12	031808	18,600,000.0000	SECURITIZED MULTIPLE ASSET	01375BKK80	0.00000H	0	0
			RATED TR 1997-5ASSET BACKED	5245527 SB	18,600,000.0000	0	0
			DUE 03/15/2005				
12	031808	4,000,000.0000	GST NETWORK FUNDING INC	36228VAC90	0.00000	0	0
			SENIOR DISC NOTE	5246447 SB	4,000,000.0000	0	0
			DUE 05/01/2008				
12	031808	3,215,000.0000	CARRIER INTL S A	144500AC90	0.00000H	0	0
			SR NOTE SER B	5247801 SB	3,215,000.0000	0	0
			DUE 02/15/2009				

CLIENT 012		MARGIN ACTIVITY STATEMENTS		09/19/08		PAGE 93772	
TC	LR	RR: H&I STONEMILL	OFFSHORE	CURR-CODE: 000			
LOA		LONG/SHORT(-)	SECURITY DESCRIPTION	CUST/SEC	PRICE	MARKET VALUE	MARGIN REQUIREMENT
12 031808		49,600,000.0000	IT GROUP INC	465266AC80	0.00000H	0	0
			SENIOR SUB NOTE SER B	5249169 SB	49,600,000.0000	0	0
			DUE 04/01/2009 11.250%				
092607		2,270,000.0000	MMPS-AIR GROUP FIN	XX52526290	0.00000H	0	0
			DUE 11/15/2004 7.500%	5252629 SB	2,270,000.0000	0	0
031808		173,811,000.0000	PSINET INCORPORATED	69363VAB30	0.00000H	0	0
			SR NT	5253156 SB	173,811,000.0000	AMORTIZED AMOUNT 149316,337.20	0
			DUE 08/01/2009 11.000%				
061808		4,350,000.0000	YOSEMITE SECURITIES TRUST I	987406AA30	0.00000H	0	0
			99-A LINKED EHRON GBLG LEDS	5253212 SB	4,350,000.0000	AMORTIZED AMOUNT 3406,393.21	0
			DUE 11/15/2004 8.250%				
071008		52,619,000.0000	FRIDE GOLDMAN INTL INC	358430AA40	0.00000H	0	0
			SUB NT CV	5253291 SB	52,619,000.0000	0	0
092607		4,100,000.0000	MMPSINET INC SER EUR	XX52536090	0.00000H	0	0
			SR NOTES EURO SER	5253609 SB	4,100,000.0000	0	0
			DUE 08/01/2009 11.000%				
071008		11,717,000.0000	RESIDENTIAL CAP CORP NT 7.375%	76113BAF60	21.00000H	2,460,570	2,460,570
			ON 08/18/2007	5259929 SB	11,717,000.0000	0	0
			DUE 06/30/2010 8.375%				
031808		34,039,000.0000	EXODUS COMMUNICATIONS INC	302088AH20	0.00000H	0	0
			SR NT	5261713 SB	34,039,000.0000	AMORTIZED AMOUNT 25544,316.34	0
			DUE 12/15/2009 10.750%				
031808		11,475,000.0000	VENTURE HOLDINGS TRUST	92326YAF60	0.00000H	0	0
			DUE 06/01/2007 11.000%	5261756 SB	11,475,000.0000	0	0
			WORLD ACCESS INC	96141AAD30	0.00000H	0	0
			SENIOR NOTES	5262134 SB	67,826,000.0000	AMORTIZED AMOUNT 65821,695.57	0
			DUE 01/15/2008 13.250%				
042208		1,840,000.0000	SLM CORP	78442FDQ80	94.85714H	1,745,371	523,611
			MEDIUM TERM NTS	5262964 SB	1,840,000.0000	0	0
			DUE 07/27/2009 2.940%				
031808		4,037,000.0000	TXU EASTERN FUNDING CO	873169AF30	0.00000H	0	0
			GTD SR NT ORG CPN 6.45000	5264215 SB	4,037,000.0000	0	0
			DUE 05/15/2005 6.450%				
031808		8,650,000.0000	TXU EASTERN FUNDING CO	873169AJ50	0.00000H	0	0
			GTD SR NOTE	5264525 SB	8,650,000.0000	0	0
			DUE 05/15/2009 6.750%				
092607		400,000.0000	MMPSINET INC INTL FINANCE	Y3902EAA60	0.00000H	0	0
			USD	5272401 SB	400,000.0000	0	0
			DUE 03/29/2001 10.000%				

BMRB6 CLIENT 012		MARGIN ACTIVITY STATEMENTS		09/19/08		PAGE 93773	
732-40125	RR: H81 STONEHILL	OFFSHORE	CURR-CODE: 000	PRICE	MARKET VALUE	MARGIN REQUIREMENT	
TC LDA	LONG/SHORT(-)	SECURITY DESCRIPTION	CUSIP/SEC	0.0000H	0	0	
12 031808	26,400,000.0000	CONTINENTAL AIRLINES INC SR	2107959040	0.0000H	0	0	
		NOTES GTO-REG-ESCROW	5272505 SB	26,400,000.0000	0	0	
		DUE 03/15/1997					
		PSINET INC	74437CAG60	0.0000H	0	0	
		SR NOTE	527979 SB	133,370,000.0000	AMORTIZED AMOUNT 116603,283.75	0	
		DUE 12/01/2006					
		MMTXY EASTERN FUNDING	69143JAE00	0.0000H	0	0	
		DUE 03/08/2030	5275991 SB	300,000.0000	0	0	
		MMPSINET INC	XX52772070	0.0000H	0	0	
		EURO SERIES	5277207 SB	48,443,000.0000	0	0	
		DUE 12/01/2006					
		LUKENS INC	54986QAA50	0.0000H	0	0	
		MEDIUM TERM NOTES	5278012 SB	2,250,000.0000	0	0	
		DUE 02/01/2006					
		MMGND BONDHOLDER TRUST	63944MAA50	0.0000H	0	0	
		OFFSHORE TR CTF REG S	5281808 SB	4,218,000.0000	0	0	
		DUE 03/31/2000					
		GND BONDHOLDER TRUST	361801AA30	0.0000H	0	0	
		OFFSHORE TR CTF 144A	5282351 SB	100,000.0000	0	0	
		DUE 03/31/2000					
		ETOYS INC	297662AB00	0.0000H	0	0	
		CONV SUB NOTE	5294718 SB	5,985,000.0000	0	0	
		DUE 12/01/2004					
		MMMS-AIR GROUP	XX52964570	0.0000H	0	0	
		DUE 11/04/2004	5296457 SB	1,850,000.0000	0	0	
		COLOR TILE INC SR NT	196267AD00	0.0000H	0	0	
		DUE 12/15/2001	5307531 SB	3,262,000.0000	0	0	
		NRG ENERGY INC	629377AG70	0.0000H	0	0	
		DUE 09/15/2010	5310622 SB	23,850,000.0000	0	0	
		EAGLE GEOPHYSICAL INC	2695249C00	0.0000H	0	0	
		SR NT SER B - ESCROWED-	5310626 SB	15,218,000.0000	0	0	
		DUE 07/15/2008					
		MTS INC	55376WAD10	0.0000H	0	0	
		SR SUB NOTE	5322253 SB	4,036,450.0000	0	0	
		DUE 03/19/2009					
		ENRON CORP	29367YAA10	0.0000H	0	0	
		PRIVATE PLACEMENT	5324524 SB	9,213,000.0000	AMORTIZED AMOUNT 6632,928.40	0	
		DUE 06/15/2005					
		RSL COMMUNICATIONS PLC	74972EAA80	0.0000H	0	0	
		GND US\$ SR NT	5325546 SB	18,635,000.0000	0	0	
		DUE 03/01/2010					

BMRS6	CLIENT 012	MARGIN ACTIVITY STATEMENTS										PAGE 93774
732-40125	RR: H81 STONEHILL	CURR-CODE: 000										
TC LDA	LONG/SHORT(-)	SECURITY DESCRIPTION	OFFSHORE	CUSIP/SEC	PRICE	MARKET VALUE	MARGIN REQUIREMENT					
12 092507	7,000,000.0000	MMRSL COMMUNICATIONS PLC		07702XAC00	0.00000H	0	0					
		DUE 03/01/2010 12.875%		5326574 SB	7,000,000.0000							
12 031808	17,000,000.0000	GT GROUP TELECOM INC		362559AC50	0.00000H	0	0					
		SENIOR DISC EXCH NOTES		5329921 SB	17,000,000.0000							
		DUE 02/01/2010 13.250%										
12 092507	31,627,000.0000	MMMSAIGROUP FINANCE		M56398AC20	0.00000H	0	0					
		DUE 10/06/2010 6.625%		5332712 SB	31,627,000.0000	AMORTIZED AMOUNT	29254,975.00					
12 092507	1,250,000.0000	MMMPASHINCO FINANCE LTD		073665AA10	0.00000	0	0					
		EURO MEDIUM TERM NOTE		5334867 SB	1,250,000.0000							
		DUE 02/10/2008										
12 080508	15,105,000.0000	WCI CMNTYS INC		92923CAP90	40.00000H	5,242,000	5,242,000					
		SR SUB NT		5357735 SB	13,105,000.0000							
		DUE 03/15/2015 6.625%										
12 072208	4,975,000.0000	BRODER BROS CO		112013AB30	67.50000H	3,358,125	3,358,125					
		SR NOTE		5341743 SB	4,975,000.0000							
		DUE 10/15/2010 11.250%										
12 092507	1,320,000.0000	MMMLIAKERARHK FINANCE LTD		V65509AB30	0.00000H	0	0					
		SENIOR B VAR RT		5341886 SB	1,320,000.0000	AMORTIZED AMOUNT	1294,075.46					
		DUE 10/31/2007										
12 092507	3,600,000.0000	MMEXODUS COMMUNICATIONS		XX53426960	0.00000H	0	0					
		SENIOR NOTES		5342696 SB	3,600,000.0000	AMORTIZED AMOUNT	3047,581.00					
		DUE 12/15/2009 10.750%										
12 031808	13,650,000.0000	MMEXODUS COMMUNICATIONS		302088AN90	0.00000	0	0					
		SENIOR NOTES		5343324 SB	13,650,000.0000							
		DUE 07/15/2008 11.375%										
12 010708	8,503,000.0000	MMXTXU EUROPE FUNDING LTD		G9143RAA00	0.00000H	0	0					
		EURO ISSUE		5346617 SB	8,503,000.0000							
		DUE 11/30/2005 7.000%										
12 031808	164,013,000.0000	EXODUS COMMUNICATIONS INC		302088AL30	0.00000H	0	0					
		US\$ SR NT		5355200 SB	164,013,000.0000	AMORTIZED AMOUNT	123370,175.12					
		DUE 07/15/2010 11.625%										
12 092507	6,045,389.0000	MMMLIALERARHK FINANCE LTD		V65509AA50	0.00000H	0	0					
		SENIOR A VAR RATE		5355724 SB	6,045,389.0000							
		DUE 10/31/2007 7.187%										
12 073008	4,950,000.0000	GENERAL MOTORS ACCEPTANCE CORP		370425RU60	62.78500	3,107,857	1,398,535					
		GLOBAL NOTES		5356646 SB	4,950,000.0000							
		DUE 03/02/2011 7.250%										
12 031808	2,925,000.0000	ESCROW GUANGDONG INTL TR & INVT 144A		40065L9A10	0.00000H	0	0					
		DUE 11/15/2020 6.750%		5358558 SB	2,925,000.0000							

BMR56 CLIENT 012			MARGIN ACTIVITY STATEMENTS			09/19/08		PAGE 93775	
32-40125	RR: H01 STONEHILL	SECURITY DESCRIPTION	CURR-CODE: 000	CUSIP/SEC	PRICE	MARKET VALUE	MARGIN REQUIREMENT		
2	031808	LONG/SHORT(-)	ESCROW GUANGDONG INTL TR & INV	4006519890	0.00000H	0	0		
2	031808	144A	5359457 SB	5359457	3,300,000.0000	0	0		
2	031808	DUE 10/24/2016	8.750%	04518GAB70	0.00000H	0	0		
2	031808	SR NT	MMASIA GLOBAL CROSSING LTD	5362572 SB	42,129,000.0000	AMORTIZED AMOUNT	34640,153.59		
2	031808	DUE 10/15/2010	13.375%	629377AL60	0.00000	0	0		
2	031808	BONDS	NRG ENERGY INC	5368394 SB	63,600,000.0000	0	0		
2	031808	DUE 04/01/2031	8.625%	629377AK80	0.00000H	0	0		
2	031808	NRG ENERGY INC	NOTES	5368395 SB	23,850,000.0000	0	0		
2	031808	DUE 04/01/2011	7.750%	339130AP10	0.00000H	0	0		
2	031808	FLEETING COS INC	NTS	5370856 SB	1,185,000.0000	AMORTIZED AMOUNT	1109,445.69		
2	031808	DUE 04/01/2008	10.125%	125581AV00	91.57100	1,510,921	453,276		
2	031808	CIT GROUP INC NEW	SR NT	5381485 SB	1,650,000.0000	0	0		
2	031808	DUE 01/30/2009	2.946%	G7111WAA10	0.00000H	0	0		
2	031808	MMPIV INVESTMENT FINANCE CU	REG S	5395354 SB	26,310,000.0000	0	0		
2	031808	DUE 12/01/2000	4.500%	Q36895AB80	0.00000	0	0		
2	031808	MMHIN WINTERTHUR UNDERWAGY	SVC LTD EURO MEDIUM TERM NOTE	5404497 SB	1,740,000.0000	0	0		
2	031808	DUE 05/16/2003	5.987%	59832WAE90	102.73200H	964,914	964,914		
2	031808	MIDWEST GENERATION LLC	PASSTHRU CTF SER-A	5406872 SB	2,625,000.0000	AMORTIZED AMOUNT	939,254.11		
2	031808	DUE 07/02/2009	8.300%	2338609B30	0.00000	0	0		
2	031808	DAIRY MART CONVENIENCE STORES	INC - ESCROW -	5430398 SB	742,000.0000	0	0		
2	031808	DUE 03/15/2004	10.250%	H83970BD60	0.00000H	0	0		
2	031808	MMSSWISSAIR CORP	DUE 04/12/2005	5435819 SB	10,000,000.0000	0	0		
2	031808	ENRON CREDIT LINKED NOTES TR	STERLING6 CREDIT LINKED NOTE	29357VAD50	0.00000	0	0		
2	031808	DUE 05/24/2006	7.250%	5442794 SB	1,000,000.0000	0	0		
2	031808	MMENRON CORP	EURO DEB	U29302AJ20	0.00000H	0	0		
2	031808	DUE 06/18/2004	0.970%	5445610 SB	213,000,000.0000	0	0		
2	031808	MMENRON CORP	DUE 06/15/2003	U29302AG60	0.00000H	0	0		
2	031808	DUE 06/15/2003	0.678%	5446359 SB	300,000,000.0000	0	0		

BHR56 CLIENT 012				MARGIN ACTIVITY STATEMENTS				09/19/08		PAGE 93777	
RR: H01 STONEHILL				CURR-CODE: 000				PRICE		MARKET VALUE	
C LDA				SECURITY DESCRIPTION				CUSIP/SEC		MARGIN REQUIREMENT	
LONG/SHORT(-)				AMERICAN RICE INC				029318AA00		0	
2 100407				MTG NOTES W/CONTINGENT INT				5552686 SB		315,000.0000	
2 111607				DUE 07/31/2002 13.000%				0.00000		0	
2 031808				SOURCE MEDIA INC				836153AC00		0	
2 031808				SR SECD NTS				5563864 SB		4,876,944.0000	
2 031808				DUE 11/01/2004 12.000%				0.00000H		0	
2 031808				CALPINE GENERATING CO				131358AE60		0	
2 031808				DUE 04/01/2009				5574272 SB		14,800,000.0000	
2 031808				JET EQUIPMENT TR MEZZANINE				477122AU70		0	
2 031808				NOTE CL B 95-B				5574462 SB		3,640,000.0000	
2 031808				DUE 02/15/2015 7.830%				0.00000H		0	
2 031808				ESCROW CONTINENTAL AIRLINES				2107959L60		0	
2 031808				INC				5578456 SB		8,600,000.0000	
2 031808				DUE 11/15/2001 10.000%				0.00000H		0	
2 031808				AIRPLANES PASS THROUGH TRUST				009451AH80		0	
2 092607				ASTBK/SERIES 1996-A D-FIXED RT				5579099 SB		33,789,621.0000	
2 102407				DUE 03/15/2019 10.875%				0.00000		0	
2 031808				SOUTHEAST BANKING CORP CV S/D				841338AA40		0	
2 040708				-REG				5596000 SB		1,839,000.0000	
2 041008				DUE 10/15/1997 4.750%				0.00000H		0	
2 081208				SOUTHEAST BANKING CORP-FRN				841338AF30		0	
2 091608				CPN				5596001 SB		1,312,000.0000	
2 041008				DUE 11/12/1997 5.250%				0.00000H		0	
2 041008				SOUTHEAST BANKING CORP				841338AG10		0	
2 041008				CONV SUB CAPITAL NOTE				5596002 SB		992,000.0000	
2 041008				DUE 03/15/1999 6.500%				125577AV80		99,33600	
2 041008				CIT GROUP INC				5634664 SB		3,300,000.0000	
2 041008				DUE 12/19/2008 3.212%				125568AB10		78,61900	
2 041008				CIT GROUP FUNDING CO CDA				5666251 SB		550,000.0000	
2 041008				SR NT				666107AA50		92,00000H	
2 041008				DUE 07/01/2010 4.650%				5713396 SB		11,694,343.0000	
2 041008				NORTHERNSTAR NAT GAS INC				93934WAA30		12,05300H	
2 041008				SR NTS 144A				5726350 SB		5,980,000.0000	
2 041008				DUE 05/15/2013 5.000%				125568AE50		66,22330H	
2 041008				WASHINGTON MUT PFD FDG TR I				5778017 SB		4,815,000.0000	
2 041008				PERPETUAL 144A				0		0	
2 041008				DUE 03/07/2049 6.534%				0		0	
2 041008				MNCIT GROUP FDG CO CDA				0		0	
2 041008				SR NT				0		0	
2 041008				DUE 11/02/2011 5.600%				0		0	

AMORTIZED AMOUNT 2932,474.74

AMORTIZED AMOUNT 33374,008.66

AMORTIZED AMOUNT 3,227,638

AMORTIZED AMOUNT 216,230

AMORTIZED AMOUNT 1,434,893

MR56	CLIENT 012	OFFSHORE	MARGIN ACTIVITY STATEMENTS	09/19/08	PAGE 93778
12-40125	RR: H81 STONEHILL	SECURITY DESCRIPTION	CURR-CODE: 000		
12-40125	LDA	COUNTRYWIDE ASSET-BCK CERTIF	CUSIP/SEC	PRICE	MARKET VALUE
12-40125	2,300,000.0000	SERIES 2006-S7 CLASS A6	12668VAF60	48.30830H	1,111,090
12-40125	2,300,000.0000	DUE 11/25/2035 5.693%	5801730 SB	2,300,000.0000	1,111,090
12-40125	4,600,000.0000	CMHEQ HOME EQUITY LOAN TRUST	12668VAA70	85.41443H	1,546,558
12-40125	4,600,000.0000	MTGFC/SERIES 2006-S7 A-1-VAR	5850819 SB	4,600,000.0000	1,546,558
12-40125	500,000.0000	DUE 11/25/2035 2.561%	033365SQ40	111.25937H	1810,652.13
12-40125	500,000.0000	EURO MEDIUM TERM NOTE	5856171 SB	500,000.0000	250,333
12-40125	12,528,000.0000	DUE 01/16/2012 7.125%	904677AG60	90.00000H	11,275,200
12-40125	12,528,000.0000	UNIFI INC SR SC NT 11.5714	5856846 SB	12,528,000.0000	11,275,200
12-40125	5,750,000.0000	CMHEQ HOME EQUITY LN TR	126683AB70	59.50563H	3,421,573
12-40125	5,750,000.0000	SER 2006-S5 CLASS A2	5905694 SB	5,750,000.0000	3,421,573
12-40125	6,647,920.0000	DUE 06/25/2035 5.681%	12668YAC90	47.92761H	3,175,285
12-40125	6,647,920.0000	COUNTRYWIDE ASSET-BACKED CTFS	5943647 SB	6,647,920.0000	6625,170.75
12-40125	6,647,920.0000	SERIES 2006-S8 CLASS A3			
12-40125	63,800,000.0000	DUE 04/25/2036 5.555%	F07959AG80	0.00000H	0
12-40125	63,800,000.0000	***BANQUE PALLAS	5956314 SB	63,800,000.0000	0
12-40125	63,800,000.0000	IN DEFAULT			
12-40125	4,733,000.0000	DUE 02/08/1996 10.125%	XX59571710	0.00000H	0
12-40125	4,733,000.0000	GREAT 98-A SERIES A-2 FRN-	5957171 SB	4,733,000.0000	0
12-40125	4,733,000.0000	DUE 12/31/2026	XX59572020	0.00000H	0
12-40125	4,798,000.0000	SECURITIZED MULTIPLE ASSET	5957202 SB	4,798,000.0000	0
12-40125	4,798,000.0000	A2 97-5			
12-40125	2,300,000.0000	DUE 06/29/2005	12668YAB90	90.53437H	2,082,290
12-40125	2,300,000.0000	CMHEQ HOME EQUITY LOAN TRUST	5961848 SB	2,300,000.0000	2,082,290
12-40125	2,300,000.0000	SERIES 2006-S10 CLASS A-2			
12-40125	2,475,000.0000	DUE 10/25/2036 2.691%	852591AA40	70.50000H	1,744,875
12-40125	2,475,000.0000	STALLION OILFIELD SVCS LTD /	5975781 SB	2,475,000.0000	785,193
12-40125	2,475,000.0000	CORP SR NT 144A			
12-40125	1,434,989.0000	DUE 02/01/2015 9.750%	G5698WAD00	0.00000H	0
12-40125	1,434,989.0000	***LUXFER HOLDINGS PLC	5986867 SB	1,434,989.0000	0
12-40125	299,177.0000	DUE 02/06/2012 11.330%	XX9N437650	0.00000H	0
12-40125	299,177.0000	ME ZUCKERMAN INVESTMENTS	9N43765 SK	299,177.0000	0
12-40125	175,438.6000	CHANGING WORLD TECHNOLOGIES	XX91118260	0.00000H	0
12-40125	175,438.6000	INC RESTRICTED	9111826 SK	175,438.6000	0
12-40125	30,110.0000	TOA TO A/C #	XX99993400	0.00000H	0
12-40125	30,110.0000	(MM)	9999340		0

BMR56 CLIENT 012			MARGIN ACTIVITY STATEMENTS			09/19/08		PAGE 93779	
'32-40125 RR: H01 STONEHILL OFFSHORE			CURR-CODE: 000			PRICE		MARKET VALUE	
C LDA LONG/SHORT(-)			SECURITY DESCRIPTION			CUSIP/SEC		MARGIN REQUIREMENT	
20	062408	37,214.0000	ACACIA RESEARCH - ACACIA TECHNOLOGIES			0036813070	4.38000	162,997	111,642
20	070208	158,854.0000	ADVANTA CORP-CL A			A013707 SB	37,214.0000		476,562
20	091708	951,658.0000	ADVANTA CORP-CL B NON-UTG			A00425 SB	6.74000	1,070,675	
20	092507	0.0000	BURLINGTON INDUSTRIES INC NEW			A00425 SB	156,854.0000		2,717,935
20	091108	0.0000	CIT GROUP INC NEW			A079421050	9.52000H	9,059,784	76,750
20	092208	301,044.0000	CONTINENTAL AIRLINES INC-CL B			A189735 SB	951,658.0000	0	183,850
20	091908	591,496.0000	DELTA AIR LINES INC DEL COM NEW			B550969	11.16000	0	1,661,762
20	040908	51,850.0000	EXX INC-CL A			C011859	18.40000	5,539,209	9,335.0000
20	070708	174,960.0000	ICO GLOBAL COMMUNICATIONS			C562466 SB	301,044.0000	F	1,715,929
20	082108	0.0000	HLDS LTD DEL CL A			D010768 SB	9.67000H	5,719,766	
20	063008	0.0000	MBIA INC			D010768 SB	280,248.0000		134,810
20	092208	416,436.0000	NORTHWESTERN CORPORATION NEW			E029150 SB	2.60000	134,810	393,660
20	081908	0.0000	NORTHWEST AIRLS CORP			F029150 SB	51,850.0000		920,000
20	040908	1,147.0000	PORTLAND GENERAL ELECTRIC CO NEW			G0930K1080	2.25000H	393,660	
20	081208	0.0000	RAIT FINANCIAL TRUST			H010818 SB	174,960.0000	0	659,210
20	092208	608,890.0000	US AIRWAYS GROUP INC			M000545	26.22000H	0	1,440,452
20	090208	0.0000	WELLS FARGO & CO			M007436	11.53000	4,801,507	48,306.0000
20	091508	0.0000	WACHOVIA CORPORATION COM			N009281 SB	416,436.0000	F	67,893
						N101684	4.18115H	0	8,602
						P019060 SB	7.35000	1,147.0000	273,000
						R003584	25.00000H	28,675	1,444,895
						U003620 SB	7.91000	4,816,319	106,720.0000
						W001549	608,890.0000	F	1,152,210
						W002990	39.60000	0	388,125

BHR56 CLIENT 012		MARGIN ACTIVITY STATEMENTS		09/19/08		PAGE 93780	
32-40125 RR: H01 STONEHILL OFFSHORE		CURR-CODE: 000		PRICE		MARKET VALUE	
C L0A LONG/SHORT(-) SECURITY DESCRIPTION		CUSIP/SEC		PRICE		MARKET VALUE	
D 091108 0.0000 WASHINGTON MUTUAL INC		9393221030		4.25000		0	
		W028516					
D 060208 225,562.0000 HMMARLINK SEMICONDUCTOR INC		9891391000		0.49000		110,525	
		Y001713 SB		225,562.0000			
D 061708 2,300,000.0000 UAL CORP		902549AE40		55.87500		1,285,125	
		5725709 SB		2,300,000.0000			
D 082208 0.0000 UNITED STATES TREASURY BOND		912810PW20		100.03100		0	
		7001110					
D 072508 0.0000 UNITED STATES TREASURY NOTE		912828HZ60		100.93000		0	
		7001113					
D 081508 0.0000 UNITED STATES TREASURY NOTE		912828CA60		104.75049H		0	
		7004940					
53 092507 30,700.0000- BURLINGTON INDUSTRIES INC NEW		1216931050		0.00000H		0	
		8550969					
53 091108 36,770.0000- CIT GROUP INC NEW		1255611080		11.16000		410,353-	
		C011859					
53 082108 184,000.0000- MBIA INC		55262C1000		12.88000		2,369,920-	
		M000545					
53 063008 83,805.0000- NORTHWESTERN CORPORATION		6680743050		26.22000H		2,197,367-	
		N007436					
53 081908 16,236.0000- HMMORBOARD INC		65548P1060		4.18115H		67,893-	
		N101684					
53 081208 54,600.0000- RAIT FINANCIAL TRUST		7492271040		7.35000		401,310-	
		R003584					
53 090208 96,500.0000- WELLS FARGO & CO		9497461010		39.80000		3,840,700-	
		W001549					
53 091508 69,000.0000- WACHOVIA CORPORATION		9299031020		18.75000		1,293,750-	
		W002990					
53 091108 435,876.0000- WASHINGTON MUTUAL INC		9393221030		4.25000		1,852,473-	
		W028516					
53 082108 23,000,000.0000- UNITED STATES TREASURY BOND		912810PW20		100.03100		23,007,130-	
		7001110					
53 072508 4,600,000.0000- UNITED STATES TREASURY NOTE		912828HZ60		100.93000		4,642,780-	
		7001113					
53 081508 15,000,000.0000- UNITED STATES TREASURY NOTE		912828CA60		104.75049H		15,712,574-	
		7004940					
TOT MV		243,985,832 OLD SMA		9,068,744- SMA CHANGE		31,807	
EQUITY		299,915,558 LIQ EQT		78,671,598 NEW HSE CALL		0	
CSH AV		9,068,744 BUYING P		231,682,728 NYSE OPT REQ		0	

- T O T A L S -

MARGIN ACTIVITY STATEMENTS									
CURR-CODE: 002 C6									
09/19/08									
PAGE 93781									
TC S/DTE	LONG/SHORT(-)	DESCRIPTION	MARK TO MARKET	MARK TO MARKET SHORT POS	CUSIP/SEC	PRICE/ENT	T/D TRD #	DEBIT/CREDIT(-)	
20 09/19									
53 09/19									
MARK TO MARKET									
TC S/DTE	LONG/SHORT(-)	SECURITY DESCRIPTION	MARK TO MARKET	MARK TO MARKET SHORT POS	CUSIP/SEC	PRICE	MARKET VALUE	MARGIN REQUIREMENT	
12 091708	2,460,526.0000	***ZARLINK SEMICONDUCTOR INC			9891391000	0.51308	1,264,422	1,264,422	
12 041408	13,535,000.0000	***GENERAL MOTORS ACCEPTANCE			Y001713	2,460,526.0000	11,949,264	5,377,168	
20 082908	0.0000	CORP OF CANADA LTD			3704728000	88.28418H			
20 082808	0.0000	***CANADIAN IMPERIAL BANK OF			588GFL9	13,535,000.0000			
20 082808	712,524.0000	***ZARLINK SEMICONDUCTOR INC			1360691010	62.50493	0	166,513	
53 082908	8,680.0000	***CANADIAN IMPERIAL BANK OF			CI46504	4.38494H	0	2,279,008	
53 082808	519,735.0000	***ZARLINK SEMICONDUCTOR INC			Y001713	0.51308	366,153	366,153	
		COMMERCE			1360691010	62.50493	555,043	0	
		***NORBORD INC			CI46504	4.38494H	2,279,008	0	
					N101684				
T O T A L S									
TOT MV	10,745,787	OLD FED CALL	3,500,992		FED CALL		3,500,992	NEW FED CALL	0
EQUITY	11,535,023	LIQ EQT	11,535,023	EQV %	0 HOUSE EXCESS		2,081,757	NEW HSE CALL	0
CSH AV	0	BUYING P	0		OTHER EXCESS		6,017,390	NYSE OPT REQ	0

BMR56 CLIENT 012
732-40125 RR: H01 STONEHILL OFFSHORE

MARGIN ACTIVITY STATEMENTS
CURR-CODE: 003 BP

PAGE 93782

TC	OPEN T/D BAL	CLOSE T/D BAL	OPEN S/D BAL	CLOSE S/D BAL	MARKET VALUE	DLA
12	00.00	00.00	00.00	00.00	928,090	09/18/08
20	73,420.47-	73,420.47-	73,420.47-	73,420.47-	00	09/18/08
T	73,420.47-	73,420.47-	73,420.47-	73,420.47-	928,090	

TC	LONG/SHORT(-)	SECURITY DESCRIPTION	CUSIP/SEC	PRICE	MARKET VALUE	MARGIN REQUIREMENT
12	040108	MMNCIT GROUP INC	U12605AB40	94.22243H	928,090	417,640
12	070108	EURO MEDIUM TERM NOTE	5214345 SB	985,000.0000	0	0
		DUE 12/15/2008 5.500%	G5698WAD00	0.00000H	0	0
		MMNLUXFER HOLDINGS PLC	5986867 SB	744,204.0000	0	0
		DUE 02/06/2012 11.330%				
		-T O T A L S-				
TOT MW		928,090 OLD SMA				
EQUITY		1,001,510 LIQ EQT				
CSH AV		71,420 BUYING P				

TC	HOUSE EXCESS	SMMA	NYSE OPT REQ
12	100	73,420-	0
	OTHER EXCESS	583,870 NEW HSE CALL	0
		908,702	0

BHR56 CLIENT 012
732-40125 RR: N61 STONEHILL OFFSHORE

MARGIN ACTIVITY STATEMENTS
CURR-CODE: 246 EM

09/19/08
PAGE 93784

TC	S/DTE	LONG/SHORT(-)	DESCRIPTION	MARK TO MARKET	MARK TO MARKET SHORT POS	OPEN T/D BAL	CLOSE T/D BAL	OPEN S/D BAL	CLOSE S/D BAL	PRICE/ENT	T/D TRD #	DEBIT/CREDIT(-)	MARKET VALUE	DLA
12	09/19		FOREIGN CURRENCY EM RATE	1.43870132	T/D BAL	00.00	00.00	00.00	00.00				1,893,504	09/18/08
20			FOREIGN CURRENCY EM RATE	196,050.45	100,862.09	196,050.45	100,862.09	196,050.45	100,862.09				00	09/19/08
53			FOREIGN CURRENCY EM RATE	1.43870132	T/D BAL	145,110.42	145,110.42	145,110.42	145,110.42				00	09/19/08
53			FOREIGN CURRENCY EM RATE	1,940,454.85	1,845,266.49	1,940,454.85	1,845,266.49	1,940,454.85	1,845,266.49				1,950,946	09/19/08
53			FOREIGN CURRENCY EM RATE	1.43870132	T/D BAL	2,654,787.33	2,654,787.33	2,654,787.33	2,654,787.33				1,950,946	09/19/08
53			FOREIGN CURRENCY EM RATE	1,744,404.40	1,744,404.40	1,744,404.40	1,744,404.40	1,744,404.40	1,744,404.40				65,442	
53			ACTIVITY											
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Page 1 of 2

Running Total	
USD	6,173,078.91
GBP	5,262,140.69
EUR	122,442.03
CAD	164,576.11

SO EXHIBIT E

STONEHILL OFFSHORE PARTNERS LTD

WIRES ON PRIVATE INSTRUMENTS THAT WERE MISDIRECTED TO LBI

ACCOUNT	CURRENCY	AMOUNT	DATE	DESCRIPTION
732-40125	EUR	262.34	9/10/2008	Unipoly wire from Deutsche Bank
732-40125	GBP	25,011.80	9/10/2008	Unipoly wire from Deutsche Bank
732-40125	USD	34,283.33	11/28/2008	Murray Energy wire from Goldman Sachs
732-40125	USD	378,776.44	11/28/2008	Murray Energy wire from Goldman Sachs
732-40125	USD	14,188.01	12/31/2008	Entegra 2nd Lien wire from Lehman CP

			CURRENT EXCH RATE	
TOTAL	EUR	262.34	1.35	353.37
TOTAL	GBP	25,011.80	1.52	37,917.89
TOTAL	USD	427,247.78	1.00	427,247.78
TOTAL	AS CONVERTED			465,519.04 a)

a) Note: Currencies are converted to USD only for the purpose of tallying a rough dollar amount due. Stonehill is not aware of the LBI estate's policies regarding converting foreign wires, the date used for conversion, or whether foreign wires will be delivered in original currency.

SO Exhibit F page 1 of 2

BMR56 CLIENT 012		MARGIN ACTIVITY STATEMENTS		09/19/08	PAGE 93829
732-41222 RR: H01 STONEHILL OFFSHORE P		CURR-CODE: 000			
-----BALANCES-----					
TC	OPEN T/D BAL	CLOSE T/D BAL	OPEN S/D BAL	CLOSE S/D BAL	MARKET VALUE
12	00.00	00.00	00.00	00.00	5,500,000
-----ACTIVITY-----					
NO ACTIVITY FOR THIS ACCOUNT					
-----POSITIONS-----					
TC	LDA	LONG/SHORT(-)	SECURITY DESCRIPTION	CUSIP/SEC	PRICE
12	091808	5,500,000.0000	LEHMAN BROTHERS US DOLLAR	0546081260	1.000000H
			LIQUIDITY FUND INSTL DIST CL	A000351	
-----TOTALS-----					
TOT MW	5,500,000	OLD SMA	0	SMA CHANGE	0
EQUITY	5,500,000	LIQ EQT	0	NEW HSE CALL	0
CSH AV	0	BUYING P	0	NYSE OPT REQ	0
				MARGIN REQUIREMENT	5,500,000
				DLA	09/18/08

LEHMAN BROTHERS

For the period 08/30/2008 to 09/30/2008

STONEHILL OFFSHORE
PARTNERSHIP LTD
C/O CITICO FUND SERVICES

SO Exhibit F page 2 of 2

Base Currency : USD
Account Number : 732-40125 H81

Monthly Activity (1)

MOVEMENTS OF FUNDS			Transaction	Description	Amount
(Continued)					
	09/16/2008		PAID BY WIRE	WIRE PAYMENT TO 09/12/08 SD	(188,000,000.00)
	09/16/2008			INWIRE RF#0311699 0008 INES(02) NORTHWEST AIRL INES 6 CITIUS33	204,909.09
	09/16/2008		PAID BY WIRE	WIRE PAYMENT TO 09/16/08 SD	(5,000,000.00)
	09/16/2008			TFR TO ACCT 732-41222-2	(2,018,932.38)
	09/17/2008			TFR TO ACCT 732-41222-1	(5,500,000.00)
	09/17/2008			REF # 9N44323	919,994.61
	09/18/2008			INWIRE RF#0352200 0008 INES(02) NORTHWEST AIRL INES 6 CITIUS33	26,290.98
	09/18/2008			TFR FROM ACCT 732-41222-1	3,585,571.55
	09/19/2008			INWIRE RF#091988B7HU2R008975 026009593 PART NERS LTD FFC A C 732 401 WCI COMMUNITIES, INC	31,807.57
TOTAL NET MOVEMENTS OF FUNDS / USD					(172,269,540.62)
GBP					
	09/08/2008			FRM STK TO CMDY	(103,624.20)
	09/18/2008			TFR FROM ACCT 732-41222-1	25,038.00
TOTAL NET MOVEMENTS OF FUNDS / GBP					(78,586.20)
EUR					

SO Exhibit G
page 1 of 1

LEHMAN BROTHERS

For the period 08/01/2008 to 08/29/2008

STONEHILL OFFSHORE
PARTNERSHIP LTD
C/O CITICO FUND SERVICES

Base Currency : USD
Account Number : 732-40125 H81

Monthly Activity (1)

PURCHASES & SALES (Continued)	Settlement Date	Transaction	Quantity	Description	Price	Amount
	08/12/2008	BOUGHT	14,950	ACACIA RESEARCH - ACACIA TECHNOLOGIES UNSOLICITED TMS0870770870176160TMS PLUS 448.50 COMM CHARGED BY LEHM	4.1589	(62,824.08)
	08/12/2008	SOLD	240,534	***BARRATT DEVELOPMENTS PLC AVERAGE PRICE UNSOLICITED TMS-REF200808110136535 TMS0871170870136535TMS 288,029.83 GBP TOTAL AS OF 08/07/08	2.3308	580,074.19
	08/12/2008	BOUGHT	2,000,000	***MAC FUNDING I LTD PRIN PROTECTED SECS ACCREDITED INVS UNSOLICITED TMS0871170870044482TMS PLUS 0.00 COMM CHARGED BY CHSE	.3275	(655,000.00) *
	08/12/2008	SOLD	6,300	PGT INC UNSOLICITED TMS0870770870182504TMS LESS 252.00 COMM 0.19 FEE CHARGED BY MOUN	5.1960	32,482.61
	08/12/2008	SOLD	27,500	ROSETTA RESOURCES INC UNSOLICITED TMS0870770870182500TMS LESS 825.00 COMM 3.50 FEE CHARGED BY GSCO	22.7217	624,018.25
	08/12/2008	BOUGHT	8,395	***ZARLINK SEMICONDUCTOR INC UNSOLICITED	.7158	(6,260.99)

LEHMAN BROTHERS INC

TRADE CONFIRMATION

To: Stonehill Institutional Partners, L.P.
Contact: Steve Nelson
Tel No.: 212-739-7470
Fax No.: 212-838-2291
Email: snelson@stonehillcap.com

From: Lehman Brothers Inc.
Contact: Denise Rossell
Tel No.: 212-526-1490
Fax No.: 646-758-4993
Email: drossell@lehman.com

Trade Confirmations: Jessica Markowitz
Tel. No.: 212-526-1490
Fax No.: 646-758-4993
Email: Jessica.markowitz@lehman.com

We are pleased to confirm the following transaction (the "Transaction"):

Trade Date: March 27, 2008
Seller: Stonehill Institutional Partners, L.P., as Principal
Buyer: Lehman Brothers Inc., as Principal
Issuer: US Power Generating Company
Quantity: 6,400 Class A Shares issued under Certificate of Incorporation (as amended or amended and restated from time to time, the Certificate of Incorporation) of US Power Generating Company, a Delaware corporation
Purchase Price: \$28.00 per Unit

Other terms:

1. Buyer and Seller agree that the Transaction shall be subject to the transfer requirements set forth in the Certificate of Incorporation; it being understood and agreed that Buyer shall cooperate in all reasonable respects with Seller to cause the Transaction to satisfy such requirements;
2. Buyer and Seller agree to execute and deliver any necessary documentation required pursuant the Certificate of Incorporation (the "Certificate") or by counsel to the Issuer (including, without limitation, in the case of Buyer, a Rule 144A Certificate, Regulatory Certificate and if applicable, a Confidentiality Agreement and, in the case of both parties, a NASD Transfer Form and Letter Agreement with respect to Section 1(b)(7) of Article Five of the Certificate), in order to effect the Transaction.
3. All dividends, payments or any other distributions made on or after the Trade Date are for the Buyer's account.

Please provide the signature of a duly authorized signatory where indicated below and return this letter to the attention of *Jessica Markowitz* at the following e-mail address: Jessica.markowitz@lehman.com.

If you have any questions, please contact *Jessica Markowitz* at 212-526-7598.

2

LEHMAN BROTHERS INC.

Stonehill Institutional Partners, L.P.

By: 

By: 

Name: MARTHA G. MARTINEZ
Title: AUTHORIZED SIGNATORY

Name: Steven D. Nelson

Title: CEO

Date: _____

Date: 4/3/08

LEHMAN BROTHERS INC

TRADE CONFIRMATION

To: Stonehill Offshore Partners Limited
Contact: Steve Nelson
Tel No.: 212-739-7470
Fax No.: 212-838-2291
Email: snelson@stonehillcap.com

From: Lehman Brothers Inc.
Contact: Denise Rosselli
Tel No.: 212-526-1490
Fax No.: 646-758-4993
Email: drossell@lehman.com

Trade Confirmations: Jessica Markowitz
Tel. No.: 212-526-1490
Fax No.: 646-758-4993
Email: Jessica.markowitz@lehman.com

We are pleased to confirm the following transaction (the "Transaction"):

Trade Date: March 27, 2008

Seller: Stonehill Offshore Partners Limited, as Principal

Buyer: Lehman Brothers Inc., as Principal

Issuer: US Power Generating Company

Quantity: 8,730 Class A Shares issued under Certificate of Incorporation (as amended or amended and restated from time to time, the Certificate of Incorporation) of US Power Generating Company, a Delaware corporation

Purchase Price: \$28.00 per Unit

Other terms:

1. Buyer and Seller agree that the Transaction shall be subject to the transfer requirements set forth in the Certificate of Incorporation; it being understood and agreed that Buyer shall cooperate in all reasonable respects with Seller to cause the Transaction to satisfy such requirements;
2. Buyer and Seller agree to execute and deliver any necessary documentation required pursuant the Certificate of Incorporation (the "Certificate") or by counsel to the Issuer (including, without limitation, in the case of Buyer, a Rule 144A Certificate, Regulatory Certificate and if applicable, a Confidentiality Agreement and, in the case of both parties, a NASD Transfer Form and Letter Agreement with respect to Section 1(b)(1) of Article Five of the Certificate), in order to effect the Transaction.
3. All dividends, payments or any other distributions made on or after the Trade Date are for the Buyer's account.

Please provide the signature of a duly authorized signatory where indicated below and return this letter to the attention of Jessica Markowitz at the following e-mail address: Jessica.markowitz@lehman.com.

If you have any questions, please contact Jessica Markowitz at 212-526-7598.

2

LEHMAN BROTHERS INC.

Stonehill Offshore Partners Limited

By: 

By: 

Name: MARTHA G. MARTINEZ
Title: AUTHORIZED SIGNATORY

Name: Steven D. Nelson

Title: CEO

Date: _____

Date: 4/2/08

SD Exhibit H(b)

7
Screen Printed

EquityMSG

Page 1 / 2

1/23 8:50:20
From: JAY COYLE (MERRILL LYNCH/NY,WFC)

Subject: PROJECT ENERGY BANK DEBT -

No Attachments



FIRST DAY AT BANK OF AMERICA

Cell:(917)699-9191

ENERGY PROJECT BANK DEBT

ANP TL A	92 - 94	3x3	LA PALOMA 1ST	71 - 73 $\frac{1}{2}$	3x
ANP TL B	89 - 91	3x3	LA PALOMA 2ND	59 - 63	2x2
BOSTON GEN 1ST	62 $\frac{1}{4}$ - 64 $\frac{1}{4}$	5x3	LIBERTY ELEC 1ST	75 - 80	
BOSTON GEN 2ND	26 $\frac{1}{2}$ - 31 $\frac{1}{2}$	2x2	LIBERTY ELEC MEZZ	50 - 55	
BOSTON GEN MEZZ	7 - 12	2x2	LONGVIEW STRIP	70 - 72	P/B
US POWER EQUITY	6.00 -7.50	50kx75k	MACHGEN 2ND	60 - 62	3x3
BOSQUE TERM	65 - 70	3x	MACHGEN UNITS	90 - 130	5kx5k
ENTEGRA 2ND LIEN	71 - 72 $\frac{1}{2}$	3x3	TENASKA 1ST	88 - 90	
ENTEGRA 3RD LIEN	33 - 35	3x3	TENASKA 2NDS	62 - 65	2x2
ENTEGRA EQUITY	3.00 -4.00	75x75	ASTORIA 1ST	84 $\frac{1}{2}$ - 86	
KELSON 1ST	78 - 81	3x2	ASTORIA 2NDS	71 - 74	P/S
KELSON 2ND	47 $\frac{1}{2}$ - 51 $\frac{1}{2}$	5x5			
KELSON MEZZ	27 - 37				

Unsettled Zarlink Trades

		↓					
8/15/2008	Total Qty	Off	SI		Total Cost	Off	SI
Original trade	55,000	25,300	29,700		41,402.00	19,045.00	22,357.00
Unsettled	14,000	6,440	7,560		10,539	4,847.82	5,690.87
	25.45%				25.45%		
Corrected	41,000	18,860	22,140		30,863	14,197.18	16,666.13
8/20/2008							
Original trade	60,500	27,830	32,670		46,029	21,173.00	24,856.00
Unsettled	45,500	20,930	24,570		34,617	15,923.50	18,693.36
	75.21%				75.21%		
Corrected	15,000	6,900	8,100		11,412	5,249.50	6,162.64
Pre-adj	7,654,640	5,490,156	2,164,484		5,663,502.66	3,974,221.71	1,689,280.95
Adjustments		(27,370)	(32,130)			(20,771.31)	(24,384.23)
New	7,595,140	5,462,786	2,132,354		5,618,347.12	3,953,450.40	1,664,896.72
		↓					
Cash Adj on unsettled	CAD			Rate	USD		
8/15/2008	11,193.00	5,148.78	6,044.22	0.94154			
8/20/2008	36,818.60	16,936.56	19,882.04	0.94020			
Claim on Exhibit I	48,011.60	22,085.34	25,926.26				
CUSIP # 989139100							

Stonehill Offshore Exhibit J						
FX Forward Adj						
9/19/2008						
FX	Due Date	Offshore Qty	Cost	Price	FMV	Unrealized
CAD	5/26/09	(6,650,000)	(6,443,798.45)	0.9510046	(6,324,180.74)	119,617.71
CAD	5/26/09	(5,520,000)	(5,374,616.62)	0.9510048	(5,249,545.51)	125,071.11
CHF	12/29/08	(19,000,000)	(18,399,264.03)	0.9103138	(17,295,962.04)	1,103,301.99
Euro	12/29/08	(14,000,000)	(21,220,080.00)	1.4439997	(20,215,995.80)	1,004,084.20
Euro	6/24/09	(6,695,500)	(10,287,635.75)	1.4326946	(9,592,606.69)	695,029.06
GBP	9/22/08	(4,100,000)	(8,099,550.00)	1.8357450	(7,526,554.50)	572,995.50
GBP	12/22/08	(9,000,000)	(17,747,100.00)	1.8262393	(16,436,153.70)	1,310,946.30
GBP	3/26/09	(9,000,000)	(17,362,800.00)	1.8152082	(16,336,873.80)	1,025,926.20
GBP	6/24/09	(1,500,000)	(2,888,175.00)	1.8061452	(2,709,217.80)	178,957.20
					(101,687,090.59)	6,135,929.26
					(107,823,019.85)	
					TOTAL	6,135,929.26

page 2 of 3

LEHMAN BROTHERS INC
745 7TH AVE
NY 10019

**FUTURES/FOREIGN EXCHANGE
CONFIRMATION**

STONEHILL OFFSHORE PART LTD
C/O CITCO FD SERVICES
PO BOX 31106 SMB
GRAND CAYMAN
CAYMAN ISLANDS

SEP 22, 2008	
IR NUMBER	ACCOUNT
099	23040125
Page 2	

US NON-SEGREGATED ACCOUNT

----- FOREIGN EXCHANGE OPEN POSITIONS -----					
Date	B/S	Base Currency	Maturity	Currency Pair	Counter Amount
				Rate	Net Present Value
				Total FX Long Option Value	OCR* USD
				Total FX Short Option Value	OCR* USD
				Net FX Option Value	OCR* USD

----- Foreign Exchange Position Delta Summary -----				
Curr	Notional	USD Equivalent	Delta Notional	Delta USD Equiv
EUR	20,695,500.00DB	29,808,602.49DB	20,695,500.00DB	29,808,602.49DB
GBP	19,500,000.00DB	35,482,245.30DB	19,500,000.00DB	35,482,245.30DB
CAD	12,170,000.00DB	11,573,726.25DB	12,170,000.00DB	11,573,726.25DB
CHF	19,000,000.00DB	17,295,962.04DB	19,000,000.00DB	17,295,962.04DB
Sum of the Absolute Values:		94,160,536.08		94,160,536.08

----- MARGIN REQUIREMENT SUMMARY -----			
Margin Requirement		Equity	Margin
Initial		Excess/Deficit	Call/Excess
GBP	OCR	4,100,000.00DB	4,100,000.00DB
JPY	CR	CR	CR
USD	4,642,874.10DB	8,099,550.00CR	3,456,675.90CR

Total Value in Base Currency

USD	4,642,874.10DB	572,995.50CR	4,069,878.60DB
-----	----------------	--------------	----------------

----- ACCOUNT VALUE SUMMARY -----						
	Account Balance	Unrealized G/L on Futures	Net Present Value on Forwards	Net Option Value	Collateral Market Value	Net Liquidating Value
GBP	4,100,000.00DB	OCR	OCR	OCR	OCR	4,100,000.00DB
JPY	CR	CR	CR	CR	CR	CR
USD	8,099,550.00CR	OCR	5,489,298.79CR	OCR	OCR	13,588,848.79CR

Total Value in Base Currency

USD	572,995.50CR	OCR	5,489,298.79CR	OCR	OCR	6,062,294.29CR
-----	--------------	-----	----------------	-----	-----	----------------

***** CURRENCY CONVERSION RATES *****		
Base Currency - USD		
POUND STG	GBP	1.8357450 *
J YEN	JPY	107.0700000 *

LEHMAN BROTHERS INC
745 7TH AVE
NY 10019

**FUTURES/FOREIGN EXCHANGE
CONFIRMATION**

STONEHILL OFFSHORE PART LTD
C/O CITCO FD SERVICES
PO BOX 31106 SMB
GRAND CAYMAN
CAYMAN ISLANDS

SEP 22, 2008	
IR NUMBER	ACCOUNT
099	23040125
Page 1	

US NON-SEGREGATED ACCOUNT

----- OPENING ACCOUNT BALANCES -----

POUND STG	OCR
J YEN	CR
US DOLLAR	OCR

----- FOREIGN EXCHANGE SETTLEMENTS -----

Date	B/S	Base Currency	Maturity	Currency Pair	Counter Amount	Rate	Net Present Value
------	-----	---------------	----------	---------------	----------------	------	-------------------

The settlement amounts shown below are reflected in the closing cash balance for each currency.

9/19/07 S	4,100,000.00DB	22SEP08	GBP/USD	8,099,550.00CR	TYPE	1.9755000	
-----------	----------------	---------	---------	----------------	------	-----------	--

----- CLOSING ACCOUNT BALANCES -----

POUND STG	4,100,000.00DB*
J YEN	CR*
US DOLLAR	8,099,550.00CR*

----- FOREIGN EXCHANGE OPEN POSITIONS -----

Date	B/S	Base Currency	Maturity	Currency Pair	Counter Amount	Rate	Net Present Value
------	-----	---------------	----------	---------------	----------------	------	-------------------

3/24/08 S	14,000,000.00DB	29DEC08	EUR/USD	21,220,080.00CR	TYPE	1.5157200	995,341.86CR USD
-----------	-----------------	---------	---------	-----------------	------	-----------	------------------

Net Present Value	995,341.86CR* USD
-------------------	-------------------

Undiscounted MTM	1.4439997 1004,084.20CR* USD
------------------	------------------------------

6/20/08 S	6,695,500.00DB	24JUN09	EUR/USD	10,287,635.75CR	TYPE	1.5365000	678,014.44CR USD
-----------	----------------	---------	---------	-----------------	------	-----------	------------------

Net Present Value	678,014.44CR* USD
-------------------	-------------------

Undiscounted MTM	1.4326946 695,029.06CR* USD
------------------	-----------------------------

2/19/07 S	9,000,000.00DB	22DEC08	GBP/USD	17,747,100.00CR	TYPE	1.9719000	1,300,395.52CR USD
-----------	----------------	---------	---------	-----------------	------	-----------	--------------------

Net Present Value	1,300,395.52CR* USD
-------------------	---------------------

Undiscounted MTM	1.8262393 1310,946.30CR* USD
------------------	------------------------------

3/24/08 S	9,000,000.00DB	26MAR09	GBP/USD	17,362,800.00CR	TYPE	1.9292000	1,008,044.36CR USD
-----------	----------------	---------	---------	-----------------	------	-----------	--------------------

Net Present Value	1,008,044.36CR* USD
-------------------	---------------------

Undiscounted MTM	1.8152082 1025,926.20CR* USD
------------------	------------------------------

6/20/08 S	1,500,000.00DB	24JUN09	GBP/USD	2,888,175.00CR	TYPE	1.9254500	174,576.24CR USD
-----------	----------------	---------	---------	----------------	------	-----------	------------------

Net Present Value	174,576.24CR* USD
-------------------	-------------------

Undiscounted MTM	1.8061452 178,957.20CR* USD
------------------	-----------------------------

4/10/08 B	5,374,616.62CR	26MAY09	USD/CAD	5,520,000.00DB	TYPE	1.0270500	122,281.17CR USD
-----------	----------------	---------	---------	----------------	------	-----------	------------------

3/31/08 B	6,443,798.45CR	26MAY09	USD/CAD	6,650,000.00DB	TYPE	1.0320000	116,949.42CR USD
-----------	----------------	---------	---------	----------------	------	-----------	------------------

et	11,818,415.07CR*			12,170,000.00DB*			
----	------------------	--	--	------------------	--	--	--

Net Present Value	239,230.59CR* USD
-------------------	-------------------

Undiscounted MTM	1.0515196 257,295.09CR* CAD
------------------	-----------------------------

Undiscounted MTM In Base	244,688.82CR* USD
--------------------------	-------------------

5/20/08 B	18,399,264.03CR	29DEC08	USD/CHF	19,000,000.00DB	TYPE	1.0326500	1,093,695.78CR USD
-----------	-----------------	---------	---------	-----------------	------	-----------	--------------------

Net Present Value	1,093,695.78CR* USD
-------------------	---------------------

Undiscounted MTM	1.0985223 1212,001.84CR* CHF
------------------	------------------------------

Undiscounted MTM In Base	1103,301.99CR* USD
--------------------------	--------------------

Total FX Forward NPV	5,489,298.79CR* USD
----------------------	---------------------

Total FX Undiscounted MTM	5,562,933.77CR* USD
---------------------------	---------------------

----- CONTINUED ON NEXT PAGE -----

SD Exhibit K (A)

page 1 of 2

LSTA PAR/NEAR PAR TRADE CONFIRMATION

To: Kelts LLC
Attention: William Pool
Phone No.: (203)618-2779
Fax No.: (203)422-4599
Email: harry.pool@rbsgc.com

From: Stonehill Offshore Partners Limited
Attention: Ann Mauro
Phone No.: 212-739-7474
Fax No.: 212-838-2291
Email: amauro@stonehill.nb.com

Date: 08/13/2008

We are pleased to confirm the following transaction, subject to the Standard Terms and Conditions for Par/Near Par Trade Confirmations (the "Standard Terms and Conditions") published by The Loan Syndications and Trading Association, Inc.® (the "LSTA") as of December 1, 2006, which Standard Terms and Conditions are incorporated herein by reference without any modification whatsoever except as otherwise agreed herein by the parties and specifically set forth in the "Trade Specific Other Terms of Trade" section below. The parties hereto agree to submit any dispute as to the reasonableness of a buy-in or sell-out price to binding arbitration in accordance with the LSTA "Rules Governing Arbitration Between Loan Traders With Regard to Failed Trades" in existence on the Trade Date, and to comply with any award or decision issued in connection with such an arbitration proceeding. Capitalized terms used and not defined in this Confirmation have the respective meanings ascribed thereto in the Standard Terms and Conditions.

Trade Date: 08/01/2008

Seller: Stonehill Offshore Partners Limited ☒ Principal ☐ Agent

Buyer: Kelts LLC ☒ Principal ☐ Agent

Credit Agreement: CREDIT AGREEMENT dated as of December 21, 2006 among EBG HOLDINGS LLC, the Lenders from time to time party thereto, and CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as administrative agent

Borrower: EBG HOLDINGS LLC

Form of Purchase: Assignment

**Purchase Amount/
Type of Debt:**

Purchase Amount	Type of Debt	Facility	CUSIP Number
USD 2,000,000.00	Term	Loan	

565561001

Purchase Rate: 89.500% Loan

Up Front Fees: Loan None
(if any):

Credit Documentation No
to be provided:

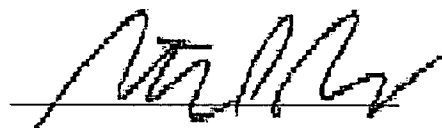
Trade Specific
Other Terms of Trade: Recordation Fee is split and no more than one full fee.

Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Chris Bleakley at ClearPar at the following fax number (646)453-2870 or email address: christopher.bleakley@fnis.com

If you have any questions, please contact Chris Bleakley at (845)639-4890.

Stonehill Offshore Partners Limited
By: Stonehill Advisers LLC

By:



Name: Steven Nelson
Title:

Kelts LLC

By: The Royal Bank of Scotland plc, as sole member

By: Greenwich Capital Markets, Inc., its agent

By:



Name: Karen Brewer
Title:

Date: August 26, 2008

Status: Effective

To: Kelts LLC as Buyer
Attn: William Pool
Phone: (203)618-2779
Fax: (203)422-4599

From: Stonehill Offshore Partners Limited as Seller
Attn: Ann Mauro
Phone: 212-739-7474
Fax: 212-838-2291

Trade Date: August 1, 2008
Credit Agreement: BOSTON GENERATING EBG Mezz (12/06)

Facility: Loan
Global Commitment: USD 359,219,921.50
Sale Amount: USD 2,000,000.00
Percentage of Total: 0.5567619946%
Loans outstanding under facility as of August 26, 2008 (Effective Date)

Pricing Option:	Cur	Global Amount of Loan:	Buyer's Share of Loan:	Start Date:	Repricing Date:	Base Rate:	Margin:	RAC Rate:	All In Rate:	Exchange Rate:
LIBOR	USD	359,219,921.50	2,000,000.00	Jun 30, 2008	Sep 30, 2008	2.800630	7.000000	0.000000	9.800630	

Funding Memorandum
Payment Details

On Aug 26, 2008 Buyer will remit to Seller USD 1,788,283.65 calculated as follows:
1,790,000.00 USD (89.5000% x Buyer's share of outstanding loans under the Loan Facility)
(Seller will remit full Assignment fee 0.00 USD to the Agent - Not included in remittance amount above)
(1,716.35 USD) (Other Fee - Cost of Carry on Aug 26, 2008)

Seller's Payment Instructions:

Bank: Chase Manhattan (NYC)
ABA #: 021-000-021
Account #: 140 094 221
Account Name: Lehman Brothers
FFC: Stonehill Offshore Partners Limited #: 732-40125
Attention: Dmitry Kovalev
Reference: BOSTON GENERATING EBG Mezz (12/06)

Reference Number:

Seller and Buyer hereby agree that payment will be made as calculated above on the Settlement Date.

STONEHILL OFFSHORE PARTNERS LIMITED

By: Stonehill Advisers LLC

KELTS LLC

By: The Royal Bank of Scotland plc, as sole member

By: Greenwich Capital

Markets, Inc., its agent

By: _____

Name:

Title:

By: _____

Name:

Title:

ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between Stonehill Offshore Partners Limited (the "Assignor") and Kelts LLC (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (as amended, the "Credit Agreement"), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of the Assignor's rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the respective facilities identified below and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as the "Assigned Interest"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor.

1. Assignor: Stonehill Offshore Partners Limited
2. Assignee: Kelts LLC
3. Borrower(s): EBG Holdings LLC
4. Administrative Agent: Credit Suisse, Cayman Islands Branch, as the administrative agent under the Credit Agreement
5. Credit Agreement: The Credit Agreement dated as of December 21, 2006 among the Borrower, the Guarantors, the Lenders and certain other lender parties party thereto, the Administrative Agent, CREDIT SUISSE SECURITIES (USA) LLC and GOLDMAN SACHS CREDIT PARTNERS L.P., as Co-Syndication Agents, CREDIT SUISSE SECURITIES (USA) LLC and GOLDMAN SACHS CREDIT PARTNERS L.P., as Co-Documentation Agents, and CREDIT SUISSE SECURITIES (USA) LLC and GOLDMAN SACHS CREDIT PARTNERS L.P., as Joint Lead Arrangers and Joint Book Running Managers.

6. Assigned Interest:

Facility Assigned	Aggregate Amount of Commitment/Loans for all Lenders	Amount of Commitment/Loans Assigned	Percentage Assigned of Commitment/Loans
Loan	USD 359,219,921.50	USD 2,000,000.00	0.556761995%

Effective Date: August 26, 2008

The Assignee agrees to deliver to the Administrative Agent a completed Administrative Questionnaire in which the Assignee designates one or more Credit Contacts to whom all syndicate-level information (which may contain material non-public information about the Borrower, the other Loan Parties and their Affiliates or their respective securities) will be made available and who may receive such information in accordance with the Assignee's compliance procedures and applicable laws, including Federal and state securities laws.

page 4 of 7

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

STONEHILL OFFSHORE PARTNERS LIMITED, as
Assignor

By: Stonehill Advisers LLC

By: 

Name: Steven Nelson

Title:

ASSIGNEE

KELTS LLC, as Assignee

By: The Royal Bank of Scotland plc, as sole member

By:

Greenwich Capital Markets, Inc., its agent

By: 

Name: Karen Brewer

Title:

page 5 of 7

Consented to and Accepted:

CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as Administrative Agent

By: Carolyn T. Stephens

Name: Carolyn Stephens

Title: Assistant Vice President

By: Shoshana Tyson

Name: Shoshana Tyson

Title: Credit Suisse Authorized Signer

Consented to:

EBG HOLDINGS LLC

By: N/A

Name:

Title:

STANDARD TERMS AND CONDITIONS FOR
ASSIGNMENT AND ASSUMPTION

1. Representations and Warranties.

1.1 Assignor. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by the Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2. Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it satisfies the requirements, if any, specified in the Credit Agreement that are required to be satisfied by it in order to acquire the Assigned Interest and become a Lender, (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it has received and/or had the opportunity to review a copy of the Credit Agreement to the extent it has in its sole discretion deemed necessary, together with copies of the most recent financial statements delivered pursuant to Section 5.03 thereof, as applicable, and such other documents and information as it has in its sole discretion deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent or any other Lender, and (v) if it is a Person organized under the laws of a jurisdiction outside the United States, attached to the Assignment and Assumption is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by the Assignee; and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, the Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignor for amounts which have accrued to but excluding the Effective Date and to the Assignee for amounts which have accrued from and after the Effective Date.

3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by telecopy shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of New York.

SD Exhibit K(c)

page 1 of 3

Steven Nelson

From: Dvorski, Vera [vera.dvorski@barclayscapital.com]
Sent: Friday, October 10, 2008 11:14 AM
To: Steven Nelson; Kovalev, Dmitriy; Marco, Paul
Subject: RE: Boston Gen EBG Mezz

Hi,

I entered it this morning. Sorry about the delay.

Regards,

Vera Dvorski
Barclays Capital | Capital Markets Prime Services
Phone: (212)-526-2361
Fax: (646) 834-4652
Email: vera.dvorski@barclayscapital.com

-----Original Message-----

From: Steven Nelson [mailto:SNelson@stonehillcap.com]
Sent: Friday, October 10, 2008 11:01 AM
To: Dvorski, Vera; Kovalev, Dmitriy; Marco, Paul
Subject: RE: Boston Gen EBG Mezz

We don't see this in our account.

Steve Nelson
Stonehill Capital Management
885 Third Avenue
30th Floor
New York, NY 10022
T - 212.739.7470 (direct)
T - 212.739-7474
F - 212.838.2291
snelson@stonehillcap.com

-----Original Message-----

From: Dvorski, Vera [mailto:vera.dvorski@barclayscapital.com]
Sent: Wednesday, October 08, 2008 6:24 PM
To: Steven Nelson; Kovalev, Dmitriy; Marco, Paul
Subject: Re: Boston Gen EBG Mezz

Hi,

Yes, the money should be in your acct tomorrow.

Regards,
Vera

----- Original Message -----

From: Steven Nelson <SNelson@stonehillcap.com>
To: Steven Nelson <SNelson@stonehillcap.com>; Kovalev, Dmitriy; Marco, Paul; Dvorski, Vera
Sent: Wed Oct 08 18:17:24 2008
Subject: RE: Boston Gen EBG Mezz

Any luck with this?

Steve Nelson

From: Steven Nelson
Sent: Wednesday, October 08, 2008 10:08 AM
To: 'Kovalev, Dmitriy'; 'Marco, Paul'; 'Dvorski, Vera'
Subject: FW: Boston Gen EBG Mezz

Please see the message below. Offshore should have rec'd \$1,788,283.65 on 8/27/08.
Please check on this.

Thanks,

Steve Nelson
Stonehill Capital Management
885 Third Avenue
30th Floor
New York, NY 10022
T - 212.739.7470 (direct)
T - 212.739-7474
F - 212.838.2291
snelson@stonehillcap.com

From: Marie.Cowell@rbsgc.com [mailto:Marie.Cowell@rbsgc.com]
Sent: Wednesday, October 08, 2008 9:57 AM
To: Steven Nelson; loanops@rbos.com
Subject: RE: Boston Gen EBG Mezz

Steven,

page 3 of 3

funds were sent on 8/27/08. The Book Transfer # is 0661600240JS.
Please let me know if you have any more questions.

1,788,283.65 BOOK TRANSFER DEBIT BOOK 0661600240JS SAME 17:04 08/27/2008 STRAIGHT

YOUR REF: ADHPHRF30082400W

PAID TO: 00000000140094221 LEHMAN BROS INC-INCOMING CUST FD INCOMING

CUSTOMER FUNDS CLS NEW YORK NY 10019

SWIFT ID: GRNWUS33

B/O CUSTOMER: GREENWICH CAPITAL MARKETS INC 600 STEAMBOAT RD GREENWICH CT

06830-7149

ACCT PARTY: /732907552 LBI

REC GFP: 08272102

Thanks.

Marie Cowell
RBS Global Banking & Markets
Office: +1 203 618 2684

-----Original Message-----

From: Steven Nelson [mailto:SNelson@stonehillcap.com]
Sent: Wednesday, October 08, 2008 9:24 AM
To: *GCM Loan Operations
Subject: Boston Gen EBG Mezz

Stonehill Offshore Partners Limited sold to you a qty of 2,000,000 of Boston Gen thru clearpar. It was trade #565561-001 and it closed on 8/26/08. The funding memo called for you to pay us \$1,788,283.65 but we have yet to receive the funds. Please check your records and get back to me.

Thanks,

Steve Nelson

Stonehill Capital Management

885 Third Avenue

30th Floor

EXHIBIT C

08-13555-mg Doc 45573-13 Filed 08/05/14 Entered 08/05/14 14:51:02 Exhibit														(A-13 - Offshore Lehman Brothers Fin Prod, Inc.) Pg 93 of 96									
Internal ID	CUSIP	Description	Price	Yld	US\$	Int	Fac	CP	FD	Off Qty	SI Qty	Transfer date	Off P&L	SI Qty	SI MV on filing date	SI MV on transfer date	SI P&L	total					
KGENY	49373X103	KGEN PWR CORP COM 144A	0.0000	15.0000	15.0000	1.0000	1.0000	USD	1.0000	2,718,868.00	40,783,020.00	27,188,680.00	(13,594,340.00)	1,866,236.00	27,993,540.00	18,662,360.00	(9,331,180.00)	(22,925,520.00)					
5489304	92923CAG9	WCI COMMUNITIES INC GTD SENIOR SUB NOTE 9.125% 5/1/2012 92923CAG9	39.0000	35.0000	35.0000	0.0100	1.0000	USD	1.0000	14,645,000.00	5,125,750.00	219,675.00	(4,906,075.00)	14,309,000.00	5,008,150.00	214,635.00	(4,793,515.00)	(9,699,590.00)					
BTDPF	0081180	BARRATT DEVELOPMENTS PLC	2.5983	1.8671	2.5983	1.0000	1.0000	USD	1.0000	2,179,878.00	5,663,992.27	1,810,960.19	(3,853,032.08)	2,569,067.00	6,675,224.77	2,134,283.69	(4,540,941.08)	(8,393,973.16)					
ABVT	00374N107	ABOVENET INC	56.5000	58.0000	56.5000	1.0000	1.0000	USD	1.0000	392,902.00	22,198,963.00	18,073,492.00	(4,125,471.00)	372,301.00	21,035,006.50	17,125,846.00	(3,909,160.50)	(8,034,631.50)					
5337735	92923CAP9	WCI CMNTYS INC SR SUB NT 6.625% 3/15/2015 92923CAP9	41.0000	35.0000	35.0000	0.0100	1.0000	USD	1.0000	13,105,000.00	4,586,750.00	196,575.00	(4,390,175.00)	10,345,000.00	3,620,750.00	155,175.00	(3,465,575.00)	(7,855,750.00)					
ADVNB	007942204	ADVANTA CORP-CL B NON-VTG	8.5800	8.2300	8.5800	1.0000	1.0000	USD	1.0000	951,658.00	8,165,225.64	3,654,366.72	(4,510,858.92)	689,393.00	5,914,991.94	2,647,269.12	(3,267,722.82)	(7,778,581.74)					
5214313	92923CAM6	WCI COMMUNITIES INC CONV SENIOR SUB NOTE 7.875% 10/1/2013 92923CAM6	38.5000	35.0000	35.0000	0.0100	1.0000	USD	1.0000	19,560,000.00	6,846,000.00	2,934,000.00	(3,912,000.00)	15,978,000.00	5,592,300.00	2,396,700.00	(3,195,600.00)	(7,107,600.00)					
RHDGF	2967879	RETAIL HOLDINGS N V	8.0000	8.5000	8.0000	1.0000	1.0000	USD	1.0000	1,341,254.00	10,730,032.00	6,706,270.00	(4,023,762.00)	386,878.00	3,095,024.00	1,934,390.00	(1,160,634.00)	(5,184,396.00)					
HOV	442487203	HOVNANIAN ENTERPRISES INC-CL A	7.5700	7.9900	7.5700	1.0000	1.0000	USD	1.0000	402,500.00	3,046,925.00	756,700.00	(2,290,225.00)	472,500.00	3,576,825.00	888,300.00	(2,688,525.00)	(4,978,750.00)					
5BDKMR1	140661AD1	CAPMARK FINL GROUP INC SR NT FLT 10.3.74625% 5/10/2010 140661AD1	76.6720	65.0000	65.0000	0.0100	1.0000	USD	1.0000	7,625,000.00	4,956,250.00	2,821,250.00	(2,135,000.00)	8,255,500.00	5,365,750.00	3,054,350.00	(2,311,400.00)	(4,446,400.00)					
5332712	N5639BAC2	SAIRGROUP FINANCE *IN DEFAULT* 6.625% 10/6/2010 N5639BAC2	0.0000	26.7085	26.7085	0.0100	1.0000	USD	1.0000	31,627,000.00	8,447,112.38	6,479,710.58	(1,967,401.80)	35,743,000.00	9,546,436.20	7,322,992.87	(2,223,443.33)	(4,190,845.13)					
5BDGW6P	76114EAE2	RESIDENTIAL CAP LLC SR SECD NT 8.50% 05/15/2010 76114EAE2	69.5000	55.0000	55.0000	0.0100	1.0000	USD	1.0000	26,875,000.00	14,781,250.00	12,900,000.00	(1,881,250.00)	26,475,000.00	14,561,250.00	12,708,000.00	(1,853,250.00)	(3,734,500.00)					
M017061	55291M202	MAC CAPITAL LLC COMBINATION SECS MEMBERSHIP	0.0000	0.3200	0.3200	1.0000	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	9,656,000.00	3,089,920.00	0.00	(3,089,920.00)	(3,089,920.00)					
ZARLF	989139100	ZARLINK SEMICONDUCTOR INC	0.6100	45.5000	0.6100	1.0000	1.0000	USD	1.0000	5,489,218.00	3,348,422.98	1,209,274.69	(2,139,148.29)	2,164,484.00	1,320,335.24	476,835.81	(843,499.43)	(2,982,647.72)					
5225200	92923CAK0	WCI COMMUNITIES INC CONV 4% 8/5/2023 92923CAK0	38.0000	35.0000	35.0000	0.0100	1.0000	USD	1.0000	6,769,000.00	2,369,150.00	1,006,888.75	(1,362,261.25)	6,410,000.00	2,243,500.00	953,487.50	(1,290,012.50)	(2,652,273.75)					
5986867	XS0822003820	LUXFER HOLDINGS PLC 11.831% 02/06/2012 G5698WAD0	0.0000	142.1600	142.1600	0.0100	1.0000	USD	1.0000	2,179,193.00	3,097,940.77	1,881,776.74	(1,216,164.03)	2,308,621.00	3,281,935.61	1,898,881.35	(1,383,054.26)	(2,599,218.29)					
ACTG	003881307	ACACIA RESEARCH - ACACIA TECHNOLOGIES	4.1300	3.0200	4.1300	1.0000	1.0000	USD	1.0000	521,695.00	2,154,600.35	1,064,257.80	(1,090,342.55)	612,425.00	2,529,315.25	1,249,347.00	(1,279,968.25)	(2,370,310.80)					
CAL	210795308	CONTINENTAL AIRLINES INC-CL B	18.9500	15.8300	18.9500	1.0000	1.0000	USD	1.0000	301,044.00	5,704,783.80	4,633,067.16	(1,071,716.64)	343,356.00	6,506,596.20	5,284,248.84	(1,222,347.36)	(2,294,064.00)					
5BBNND6	55265AAN1	MAC CAPITAL LTD SER 2007-1 CL B-2L 144A/3C7 7.0450% 7/26/2023 55265AAN1	0.0000	40.4600	40.4600	0.0100	1.0000	USD	1.0000	6,050,000.00	2,447,830.00	1,257,190.00	(1,190,640.00)	4,950,000.00	2,002,770.00	1,028,610.00	(974,160.00)	(2,164,800.00)					
5196207	N5639BAA6	SAIR GROUP FINANCE B V *IN DEFAULT* 4.375% 6/8/2006 N5639BAA6	0.0000	26.7686	26.7686	0.0100	1.0000	USD	1.0000	23,417,000.00	6,268,397.51	5,222,198.79	(1,046,198.72)	19,357,000.00	5,181,593.31	4,100,776.01	(1,080,817.30)	(2,127,016.02)					
5856846	904677AG6	UNIFI INC SR SC NT 11.5% RMD 05/15/2014 904677AG6	90.5000	82.5000	82.5000	0.0100	1.0000	USD	1.0000	12,528,000.00	10,335,600.00	9,020,160.00	(1,315,440.00)	7,472,000.00	6,164,400.00	5,379,840.00	(784,560.00)	(2,100,000.00)					
5BBKLB4	XS0302940688	MAC CAPITAL LTD RMD .0000000001 07/24/2023 0% 7/24/2023 G5753NAB6	0.0000	0.3900	0.3900	1.0000	1.0000	USD	1.0000	6,500,000.00	2,535,000.00	756,600.00	(1,778,400.00)	0.00	0.00	0.00	0.00	(1,778,400.00)					
LCC	90341W108	US AIRWAYS GROUP INC	7.8800	6.0300	7.8800	1.0000	1.0000	USD	1.0000	689,448.00	5,432,850.24	4,626,196.08	(806,654.16)	809,010.00	6,374,998.80	5,428,457.10	(946,541.70)	(1,753,195.86)					
5BDHSQ5	85431AJM0	VICTORIA STANFIELD FIN LTD MEDIUM TERM NTS144A 3C7 0% 01/25/2008 85431AJM0	0.0000	42.0000	42.0000	0.0100	1.0000	USD	1.0000	4,600,000.00	1,932,000.00	575,000.00	(1,357,000.00)	5,400,000.00	2,268,000.00	1,890,000.00	(378,000.00)	(1,735,000.00)					
ADVNA	007942105	ADVANTA CORP-CL A (FORMERLY COMMON)	7.2200	4.9300	7.2200	1.0000	1.0000	USD	1.0000	158,854.00	1,146,925.88	339,947.56	(806,978.32)	166,257.00	1,200,375.54	355,789.98	(844,585.56)	(1,651,563.88)					
5128805	13134YAA5	CALPINE CONSTRUCTION FINANCE CO L P /CFCF FINANCE CORP 144A 11.6025% 08/26/2011 13134YAA5	107.5000	101.5000	101.5000	0.0100	1.0000	USD	1.0000	12,650,000.00	12,839,750.00	11,448,250.00	(1,391,500.00)	2,350,000.00	2,385,250.00	2,126,750.00	(258,500.00)	(1,650,000.00)					
ADPAJ	00685R102	ADELPHIA RECOVERY TRUST SERIES ARAHOVA INT	0.4000	0.2500	0.4000	1.0000	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	5,301,739.00	2,120,695.60	636,208.68	(1,484,486.92)	(1,484,486.92)					
5341743	112013AB3	BRODER BROS CO SR NOTE 11.25% 10/15/2010 112013AB3	67.5000	58.5000	58.5000	0.0100	1.0000	USD	1.0000	4,975,000.00	2,910,375.00	1,990,000.00	(920,375.00)	2,525,000.00	1,477,125.00	1,010,000.00	(467,125.00)	(1,387,500.00)					
5262134	98141AAD3	WORLD ACCESS INC SENIOR NOTES- DEFAULT 13.25% 01/15/2008 98141AAD3	0.0000	3.2389	3.2389	0.0100	1.0000	USD	1.0000	67,826,000.00	2,196,799.10	2,034,780.00	(162,019.10)	58,995,000.00	1,910,774.09	727,667.55	(1,183,106.54)	(1,345,125.64)					
POR	736508847	PORTLAND GENERAL ELECTRIC CO NEW	25.4700	23.6600	25.4700	1.0000	1.0000	USD	1.0000	1,147.00	29,214.09	22,641.78	(6,572.31)	233,431.00	5,945,487.57	4,607,927.94	(1,337,559.63)	(1,344,131.94)					
5355724	XS0119591302	MULIALERAMIK FINANCE LTD SENIOR A VAR RATE 7.18750% 10/31/2007	0.0000	22.0000	22.0000	0.0100	1.0000	USD	1.0000	6,045,389.00	1,329,985.58	453,404.18	(876,581.40)	3,114,291.00	685,144.02	233,571.83	(451,572.19)	(1,328,153.59)					
5325546	74972EAN8	RSL COMMUNICATIONS PLC GRD US\$ SR NT- *IN DEFAULT* 12.8750% 03/01/2010 74972EAN8	0.0000	4.2500	4.2500	0.0100	1.0000	USD	1.0000	18,635,000.00	791,987.50	234,987.35	(557,000.15)	24,550,000.00	1,043,375.00	309,575.50	(733,799.50)	(1,290,799.65)					
5975781	852591AA4	STALLION OILFIELD SVCS LTD / CORP SR NT 144A 9.75% 02/01/2015 852591AA4	73.0000	65.0000	65.0000	0.0100	1.0000	USD	1.0000	2,475,000.00	1,608,750.00	940,500.00	(668,250.00)	2,025,000.00	1,316,250.00	769,500.00	(546,750.00)	(1,215,000.00)					
5713396	666107AA5	NORTHERNSTAR NAT GAS INC SR NTS 144A 5% 05/15/2013 666107AA5	92.0000	30.0000	30.0000	0.0100	1.0000	USD	1.0000	11,694,343.00	3,508,302.90	2,923,585.75	(584,717.15)	11,694,343.00	3,508,302.90	2,923,585.75	(584,717.15)	(1,169,434.30)					
FRCPF	359043106	FRONTERA COPPER CORPORATION	1.7774	1.1475	1.7774	1.0000	1.0000	USD	1.0000	880,395.00	1,564,815.83	532,110.74	(1,032,705.09)	93,305.00	165,840.49	56,393.54	(109,446.95)	(1,142,152.04)					
5145204	74972EAC2	RSL COMMUNICATION PLC SR NTS- *IN DEFAULT* 9.1250% 03/01/2008 74972EAC2	0.0000	3.5000	3.5000	0.0100	1.0000	USD	1.0000	24,385,000.00	853,475.00	304,812.50	(548,662.50)	26,290,000.00	920,150.00	328,625.00	(591,525.00)	(1,140,187.50)					
THBDL	88605P108	THUNDERBIRD RESORTS INC COM 144A	0.0000	5.0000	6.0000	1.0000	1.0000	USD	1.0000	244,444.00	1,466,664.00	855,554.00	(611,110.00)	200,000.00	1,200,000.00	700,000.00	(500,000.00)	(1,111,110.00)					
RIG	H8817H100	TRANSOCEAN INC NEW	122.6900	109.8400	122.6900	1.0000	1.0000	USD	1.0000	9,200.00	1,128,748.00	633,696.00	(495,052.00)	10,800.00	1,325,052.00	743,904.00	(581,148.00)	(1,076,200.00)					
5142263	XS0087917596	RSL COMMUNICATIONS GLOBAL USD- *IN DEFAULT* 10% 03/15/2008 G7703AAD7	0.0000	1.6000	1.6000	0.0100	1.0000	USD	1.0000	56,450,000.00	903,200.00	321,765.00	(581,435.00)	47,149,000.00	754,384.00	268,749.30	(485,634.70)	(1,067,069.70)					
5BDNVY1	98951UAJ5	ZIFF DAVIS MEDIA INC SR SECD NT FLT.G RATE NEW 0% 05/01/2012 98951UAJ5	0.0000	83.0000	83.0000	0.0100	1.0000	USD	1.0000	2,294,000.00	1,904,020.00	1,376,400.00	(527,620.00)	2,150,000.00	1,784,500.00	1,290,000.00	(494,500.00)	(1,022,120.00)					
5119025	126685DX1	CWHEQ HOME EQUITY LOAN TRUST MTGPC/SERIES 2006-S2 A-3-VAR 5.841% 07/25/2027 126685DX1	41.1849	41.0000	41.0000	0.0100	1.0000	USD	1.0000	9,200,000.00	3,772,000.00	3,312,000.00	(460,000.00)	10,800,000.00	4,428,000.00	3,888,000.00	(540,000.00)	(1,000,000.00)					
ABVTZ	00374N123	WTS ABOVENET	31.0000	31.0000	31.0000	1.0000	1.0000	USD	1.0000	40,000.00	1,240,000.00	840,000.00	(400,000.00)	1,240,000.00	1,240,000.00	840,000.00	(400,000.00)	(800,000.00)					
5943647	12668XAC9	COUNTRYWIDE ASSET-BACKED CTF5 SERIES 2006-S8 CLASS A3 5.555% 04/25/2036 12668XAC9	52.7379	52.5346	52.5346	0.0100	1.0000	USD	1.0000	6,647,920.00	3,492,456.83	3,124,522.40	(367,934.43)	7,804,080.00	4,								

THRSF	G88576106	THUNDERBIRD RESORTS INC NEW	6,600.00	5,000.00	6,600.00	1.0000	1.0000	USD	1.0000	48,614.30	22,282,000.00	459,148.50	(11,677.50)	37,204.00	223,224.00	130,214.00	(93,010.00)	(206,687.50)
N009546	64007P111	WTS NEENAH ENTERPRISES INC	60,000.00	10,000.00	60,000.00	1.0000	1.0000	USD	1.0000	5,315.00	1,919,000.00	7,574.50	(113,617.50)	57,444.00	91,910.40	5,744.40	(86,166.00)	(199,783.50)
CORE	218681104	CORE MARK HOLDING CO INC	26,870.00	25,090.00	26,870.00	1.0000	1.0000	USD	1.0000	13,577.00	359,439.99	252,423.99	(107,016.00)	9,357.00	251,422.59	176,566.59	(74,856.00)	(181,872.00)
3450402	238259Z65	DAUPHIN CNTY PA GEN AUTH REV OFFICE & PKG-FORUM PL-SER A 6% 01/15/2025 238259Z65	0.0000	65.0000	65.0000	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	1,295,000.00	841,750.00	666,018.50	(175,731.50)	(175,731.50)
DAL	247361702	DELTA AIR LINES INC DEL COM NEW	8.1300	7.4500	8.1300	1.0000	1.0000	USD	1.0000	591,804.00	4,811,366.52	4,693,005.72	(118,360.80)	262,805.00	2,136,604.65	2,084,043.65	(52,561.00)	(170,921.80)
5253291	358430AA4	FRIEDE GOLDMAN INTL INC SUB NT CV-IN DEFAULT 4.50% 09/15/2049 358430AA4	0.0000	4.7500	4.7500	0.0100	1.0000	USD	1.0000	52,619,000.00	2,499,402.50	2,367,855.00	(131,547.50)	15,677,000.00	744,657.50	705,465.00	(39,192.50)	(170,740.00)
5449492	CH0010348594	SAIR GROUP -IN DEFAULT 4.25% 02/02/2007 010645182	0.0000	13.7200	13.7200	0.0100	1.0000	USD	1.0000	795,000.00	109,074.00	104,408.30	(4,665.70)	12,000,000.00	1,646,400.00	1,501,044.95	(145,355.05)	(150,020.75)
5229955		PEREGRINE INVEST HOLDINGS LTD	0.0000	0.0145	0.0145	0.0100	1.0000	USD	1.0000	2,120,000,000.00	307,400.00	160,696.00	(146,704.00)	0.00	0.00	0.00	0.00	(146,704.00)
5BBPVH5	XS0301812557	GMAC BANK GMBH EURO MEDIUM TERM NOTE 5.75% 05/21/2010 N3592XB66	109.1440	92.3090	92.3090	0.0100	1.0000	USD	1.0000	920,000.00	849,242.80	784,430.64	(64,812.16)	1,080,000.00	996,937.20	920,853.36	(76,083.84)	(140,896.00)
5119024	126685DW3	CHEWQ HOME EQUITY LOAN TRUST MTGPC/SERIES 2006-S2 A-2-VAR 5.627% 07/25/2027 126685DW3	78.1854	68.0000	68.0000	0.0100	1.0000	USD	1.0000	2,150,000.00	1,462,000.00	1,397,500.00	(64,500.00)	2,525,000.00	1,717,000.00	1,641,250.00	(75,750.00)	(140,250.00)
5BFBFRQ5	9262G0AF6	VICTORIA FIN LTD 144A VR 090908-021709 0% 2/17/2009 9262G0AF6	65.0000	42.0000	42.0000	0.0100	1.0000	USD	1.0000	1,100,000.00	462,000.00	385,000.00	(77,000.00)	900,000.00	378,000.00	315,000.00	(63,000.00)	(140,000.00)
5497868	339130AX4	FLEMING COMPANIES INC SENIOR NOTES 9.25% 06/15/2010 339130AX4	0.0000	2.5000	2.5000	0.0100	1.0000	USD	1.0000	17,368,000.00	434,200.00	347,360.00	(86,840.00)	7,882,000.00	197,050.00	157,640.00	(39,410.00)	(126,250.00)
5BBKVC2	640071AR7	NEENAH CORP SR SECD NT 9.50% 01/01/2017 640071AR7	76.6250	72.0000	72.0000	0.0100	1.0000	USD	1.0000	460,000.00	331,200.00	273,700.00	(57,500.00)	540,000.00	388,800.00	321,300.00	(67,500.00)	(125,000.00)
5204979	247361VM7	DELTA AIR PTC 1990-E15 10.33% 03/26/2006 247361VM7	0.0000	34.1063	34.1063	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	1,801,000.00	614,254.46	497,537.06	(116,717.40)	(116,717.40)
5231755	87941TAD7	TELEGLOBE INC GTD DEB 7.2% 07/20/2009 87941TAD7	0.0000	1.2500	1.2500	0.0100	1.0000	USD	1.0000	26,335,000.00	329,187.50	263,350.00	(65,837.50)	16,619,000.00	207,737.50	166,190.00	(41,547.50)	(107,385.00)
5084588	247361VU9	DELTA AIR PTC 1990-B16 10.79% 03/26/2014 247361VU9	81.5000	42.3770	42.3770	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	1,250,000.00	529,712.50	425,528.75	(104,183.75)	(104,183.75)
T104832	87941T972	TELEGLOBE CANADA INC TEMP 8% 10/23/2026	0.0000	0.0080	0.0080	1.0000	1.0000	USD	1.0000	13,000,000.00	104,000.00	51,275.86	(52,724.14)	12,000,000.00	96,000.00	47,331.56	(48,668.44)	(101,392.58)
5406872	59832WAE9	MIDWEST GENERATION LLC PASSTHRU CTF SER A 8.30% 07/02/2009 59832WAE9	102.5940	100.7500	100.7500	0.0100	1.0000	USD	1.0000	2,625,000.00	2,644,687.50	2,546,250.00	(98,437.50)	0.00	0.00	0.00	0.00	(98,437.50)
5197153	247361VK1	DELTA AIR PTC 1990-C15 10.33% 03/26/2006 247361VK1	0.0000	34.1771	34.1771	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	1,601,000.00	547,175.37	451,009.71	(96,165.66)	(96,165.66)
EXEXA	269282109	EXX INC-CL A	2.4500	1.4047	2.4500	1.0000	1.0000	USD	1.0000	51,850.00	127,032.50	80,367.50	(46,665.00)	51,850.00	127,032.50	80,367.50	(46,665.00)	(93,330.00)
5253212	987406AA3	YOSEMITE SECURITIES TRUST I 99-A LNKD ENRN OBLG LDS-DFLT 8.25% 11/15/2049 987406AA3	0.5000	2.0000	2.0000	0.0100	1.0000	USD	1.0000	4,350,000.00	87,000.00	2,718.75	(84,281.25)	450,000.00	9,000.00	281.25	(8,718.75)	(93,000.00)
5451783	247361VW5	DELTA AIR PTC 1990-D16 10.79% 03/26/2014 247361VW5	81.5000	34.3068	34.3068	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	1,500,000.00	514,602.00	423,966.00	(90,636.00)	(90,636.00)
5778017	125568AE5	CIT GROUP FDG CO CDA SR NT 5.6% 11/02/2011 125568AE5	80.0749	60.5000	60.5000	0.0100	1.0000	USD	1.0000	4,815,000.00	2,913,075.00	2,864,925.00	(48,150.00)	3,935,000.00	2,380,675.00	2,341,325.00	(39,350.00)	(87,500.00)
SE11267	70557RAA8	PEGASUS AVIATION LEASE SECURITIZATION IIASBTK/SERIES 5.81% 05/10/2031 70557RAA8	0.0000	43.0000	43.0000	0.0100	1.0000	USD	1.0000	1,000,000.00	430,000.00	352,500.00	(77,500.00)	0.00	0.00	0.00	0.00	(77,500.00)
5174451	629377AN2	NRG ENERGY INC SENIOR DEB 6.50% 05/16/2006 629377AN2	0.0000	0.3896	0.3896	0.0100	1.0000	USD	1.0000	25,057,250.00	97,626.75	57,631.68	(39,995.07)	22,005,250.00	85,735.70	50,612.08	(35,123.62)	(75,118.69)
5648314	247361VX3	DELTA AIR PTC 1990-E16 10.79% 03/26/2014 247361VX3	0.0000	34.1063	34.1063	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	5,000,000.00	1,705,315.00	1,632,090.00	(73,225.00)	(73,225.00)
5BBF5B4	85431AFH5	VICTORIA STANFIELD FIN LTD MTN VR 032406-032509 3.13% 3/24/2009 85431AFH5	0.0000	42.0000	42.0000	0.0100	1.0000	USD	1.0000	550,000.00	231,000.00	192,500.00	(38,500.00)	450,000.00	157,500.00	189,000.00	(31,500.00)	(70,000.00)
5BBKJQ7	2284499A4	CROWN PAPER CO SR SUB NOTES -ESCROW CUSIP- 11% 09/01/2005 2284499A4	0.0000	0.2500	0.2500	0.0100	1.0000	USD	1.0000	29,260,000.00	73,150.00	36,575.00	(36,575.00)	25,937,000.00	64,842.50	32,421.25	(32,421.25)	(68,996.25)
5346617	XS0120313605	TXU EUROPE FUNDING LTD EURO ISSUE- IN DEFAULT 7% 11/30/2007	0.0000	4.0000	4.0000	0.0100	1.0000	USD	1.0000	8,503,000.00	340,120.00	307,151.75	(32,968.25)	7,429,000.00	297,160.00	268,355.91	(28,804.09)	(61,772.34)
5596000	841338AA4	SOUTHEAST BANKING CORP CV S/D -REG- FLAT 4.75% 10/15/1997 841338AA4	0.0000	3.0000	3.0000	0.0100	1.0000	USD	1.0000	1,839,000.00	55,170.00	229.75	(52,871.25)	0.00	0.00	0.00	0.00	(52,871.25)
5263095	XS0108136465	RSL COMMUNCIATION LTD -DEFAULTED 12.875% 03/01/2010	0.0000	4.0000	4.0000	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	2,000,000.00	80,000.00	29,000.00	(51,000.00)	(51,000.00)
5334867	XS0107420217	PASMINCO FINANCE LTD EURO MEDIUM TERM NOTE 0% 02/10/2049 Q73665AA1	0.0001	7.0000	7.0000	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	1,250,000.00	87,500.00	37,500.00	(50,000.00)	(50,000.00)
5454713	CH0004931496	SAIRGROUP - IN DEFAULT 2.75% 07/30/2004	0.0000	13.7200	13.7200	0.0100	1.0000	USD	1.0000	2,265,000.00	310,758.00	297,465.17	(13,292.83)	2,815,000.00	386,218.00	350,931.64	(35,286.36)	(48,579.19)
5649514	247361VL9	DELTA AIR PTC 1990-D15 10.33% 03/26/2049 247361VL9	0.0000	34.3068	34.3068	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	801,000.00	274,797.47	226,397.84	(48,399.63)	(48,399.63)
5856171	XS0282593440	FCE BANK PLC EURO MEDIUM TERM NOTE 7.125% 01/16/2012 G33365SQ4	116.8762	99.8970	99.8970	0.0100	1.0000	USD	1.0000	500,000.00	499,485.00	468,095.50	(31,389.50)	500,000.00	499,485.00	485,561.75	(13,923.25)	(45,312.75)
5296457	CH0007268961	S-AIR GROUP IN DEFAULT 2.125% 11/04/2004	0.0000	13.7200	13.7200	0.0100	1.0000	USD	1.0000	1,850,000.00	253,820.00	242,962.72	(10,857.28)	1,715,000.00	235,298.00	213,800.27	(21,497.73)	(32,355.01)
5370856	339130AP1	FLEMING COS INC NTS 10.125% 04/01/2008 339130AP1	0.0000	2.5000	2.5000	0.0100	1.0000	USD	1.0000	1,185,000.00	29,625.00	23,700.00	(5,925.00)	5,000,000.00	125,000.00	100,000.00	(25,000.00)	(30,925.00)
5123317		SOUTHEAST BANKING CORP EURO 0-CPN STAMPED CERT 0% 12/18/1996	0.0000	3.0000	3.0000	0.0100	1.0000	USD	1.0000	2,410,000.00	72,300.00	60,250.00	(12,050.00)	3,300,000.00	99,000.00	82,500.00	(16,500.00)	(28,500.00)
5596002	841338AG1	SOUTHEAST BANKING CORP SUB CAP CV NOTES-REG-FLAT- *IN DEFAULT 6.5% 03/15/1999 841338AG1	0.0000	3.0000	3.0000	0.0100	1.0000	USD	1.0000	992,000.00	29,760.00	1,240.00	(28,520.00)	0.00	0.00	0.00	0.00	(28,520.00)
5404497	XS0097617996	HH WINTERTHUR UNDER&AGY SVC LTD EURO MEDIUM TERM NOTE 5.987% 12/31/2049 Q36895AB8	0.0001	1.0000	1.0000	0.0100	1.0000	USD	1.0000	1,740,000.00	17,400.00	0.00	(17,400.00)	760,000.00	7,600.00	0.00	(7,600.00)	(25,000.00)
5274711	XS0108136036	RSL COMMUNICATIONS PLC 12.875% 03/01/2010	0.0000	4.0000	4.0000	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	1,000,000.00	40,000.00	16,100.00	(23,900.00)	(23,900.00)
5275991	XS0108297044	TXU EASTERN FUNDING 7.25% 03/08/2030	0.0000	8.9000	8.9000	0.0100	1.0000	USD	1.0000	300,000.00	26,700.00	12,952.80	(13,747.20)	200,000.00	17,800.00	8,700.60	(9,099.40)	(22,846.60)
5343324	302088AN9	EXODUS COMMUNICATIONS SENIOR NOTES- *IN DEFAULT* 11.375% 07/15/2008 302088AN9	0.0000	0.1100	0.1100	0.0100	1.0000	USD	1.0000	13,650,000.00	15,017.40	0.00	(15,017.40)	4,260,000.00	4,686.75	0.00	(4,686.75)	(19,704.15)
5BBDQY5	XS0299967413	FCE BANK PLC EURO MEDIUM TERM NOTE 7.125% 01/15/2013 G33365SS0	113.2334	97.0830	97.0830	0.0100	1.0000	USD	1.0000	250,000.00	242,707.50	223,568.00	(19,139.50)	250,000.00	242,707.50	244,527.50	(1,820.00)	(17,319.50)
5065089	493137AD5	KEY PLASTICS INC SR SUB NOTE SER B 10.25% 03/15/2007 493137AD5	0.0000	1.0500	1.0500	0.0100	1.0000	USD	1.0000	1,650,000.00	17,325.00	8,250.00	(9,075.00)	1,350,000.00	14,175.00	6,750.00	(7,425.00)	(16,500.00)
CDCO	200334100	COMDISCO HOLDING COMPANY INC	9.8000	9.5100	9.8000	1.0000	1.0000	USD	1.0000	6,664.00	65,307.20	56,644.00	(8,663.20)	4,837.00	47,402.60	41,114.50	(6,288.10)	(14,951.30)
5BDQNT2</																		

5147251	12542AAB3	CHS ELECTRONICS INC SENIOR NOTES 9.875% 04/15/2005 12542AAB3	0.0000	0.5000	0.5000	0.0100	1.0000	USD	1.0000	27,500,000.00	137,500.00	137,500.00	0.00	0.00
5BBDTK4	12560PEA5	CIT GROUP INC MEDIUM TERM SR NTS 2.9050% 10/27/2008 12560PEA5	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	4,500,000.00	4,419,180.00	4,419,180.00	0.00	0.00
5307531	196267AD0	COLOR TILE INC SR NT IN DEFAULT 10.75% 12/15/2001 196267AD0	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	1,700,000.00	0.00	0.00	0.00	0.00
5220319	21061PAD8	CONSUMER PACKAGING INC SR NOTE 9.75% 02/01/2007 21061PAD8	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	23,854,000.00	0.00	0.00	0.00	0.00
5272505	2107959D4	CONTINENTAL AIRLINES INC SR NOTES GTD-REG-ESCROW-DEFAULT 11.5% 03/15/1997 2107959D4	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	13,600,000.00	0.00	0.00	0.00	0.00
5430398	2338609B3	DAIRY MART CONVENIENCE STORES INC - ESCROW - 10.25% 03/15/2004 2338609B3	0.0000	0.0100	0.0100	0.0100	1.0000	USD	1.0000	584,000.00	58.40	58.40	0.00	0.00
D004752	243457108	DECISIONONE CORP NEW	0.0000	0.0000	0.0000	1.0000	1.0000	USD	1.0000	58.00	0.00	0.00	0.00	0.00
5115626	247701AB1	DELTA MILLS INC SR NOTE SER B 9.62500 09/01/2008 247701AB1	0.0000	8.6000	8.6000	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	0.00
5123009	262497AG5	DRYPERS CORP SR NTS SER-B 10.25% 06/15/2007 262497AG5	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	15,953,000.00	0.00	0.00	0.00	0.00
5310628	2695249C0	EAGLE GEOPHYSICAL INC SR NT SER B -ESCROWED- 10.75% 07/15/2008 2695249C0	0.0000	0.0100	0.0100	0.0100	1.0000	USD	1.0000	11,000,000.00	1,100.00	1,100.00	0.00	0.00
5030910	2003368R9	ESC COMDISCO INC NOTE - ESCROW - 6.125% 01/15/2003 2003368R9	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	1,050,000.00	0.00	0.00	0.00	0.00
5037926	4983269C3	ESC KITTY HAWK INC SR SEC2 NTS 9.95% 11/15/2004 4983269C3	0.0000	0.5000	0.5000	0.0100	1.0000	USD	1.0000	22,523,800.00	112,619.00	112,619.00	0.00	0.00
5578456	2107959L6	ESCROW CONTINENTAL AIRLINES INC "IN DEFAULT" 10% 11/15/2001 2107959L6	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	5,718,000.00	0.00	0.00	0.00	0.00
5359457	40065L9B9	ESCROW GUANGDONG INTL TR & INV 144A 8.75% 11/23/2003 40065L9B9	0.0000	4.6500	4.6500	0.0100	1.0000	USD	1.0000	1,700,000.00	79,050.00	79,050.00	0.00	0.00
5358558	40065L9A1	ESCROW GUANGDONG INTL TR & INV 144A-IN DEFAULT 6.75% 11/15/2020 40065L9A1	0.0000	4.6500	4.6500	0.0100	1.0000	USD	1.0000	1,575,000.00	73,237.50	73,237.50	0.00	0.00
5294718	297862AB0	ETOYS IND CONV SUB NOTE-IN DEFAULT 6.25% 12/01/2004 297862AB0	0.0000	1.4500	1.4500	0.0100	1.0000	USD	1.0000	4,000,000.00	58,000.00	58,000.00	0.00	0.00
5261713	302088AH2	EXODUS COMMUNICATIONS INC SR NT - IN DEFAULT 10.75% 12/15/2009 302088AH2	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	53,180,000.00	0.00	0.00	0.00	0.00
5158280	302088AB5	EXODUS COMMUNICATIONS INC SR NTS - IN DEFAULT 11.25% 07/01/2008 302088AB5	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	25,850,000.00	0.00	0.00	0.00	0.00
5355200	302088AL3	EXODUS COMMUNICATIONS INC USS SR NT 11.625% 07/15/2010 302088AL3	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	191,285,000.00	0.00	0.00	0.00	0.00
F006921	301990719	FCLT LOANS ASSET (FIRST CITY LIQ. TRUST)	0.0000	0.0000	0.0000	1.0000	1.0000	USD	1.0000	109,941.00	0.00	0.00	0.00	0.00
FCFCL	33762E108	FIRSTCITY LIQUIDATING TRUST CL B CBI	0.0000	0.0000	0.0000	1.0000	1.0000	USD	1.0000	109,941.00	0.00	0.00	0.00	0.00
3BBWTX8	36099ACJ0	FULTON CNTY GA DEV AUTH SPL FACS REV DELTA AIRLINES INC 5.30% 05/01/2013 36099ACJ0	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	120,000.00	0.00	0.00	0.00	0.00
5233639	37937WAD1	GLOBAL RATED ELIGIBLE ASSET TR 1998-A ASST BACKED NT -DEFAULT 0% 01/15/20037937WAD1	0.0000	0.0010	0.0010	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	0.00
5C64242	37937WAA7	GLOBAL RATED ELIGIBLE ASSET TR CL A2 7.33% 03/15/2006 37937WAA7	0.0000	0.0010	0.0010	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	0.00
5C64936	37937WAB5	GLOBAL RATED ELIGIBLE ASSET TR SERIES 1998-A CL-A-DEFAULT 7.06% 09/15/2007 37937WAB5	0.0000	0.0010	0.0010	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	0.00
5139489	38012TAB8	GMACM HOME EQUITY LN TR SERIES 2006-HE3 CLASS A2 5.75% 10/25/2036 38012TAB8	76.9930	58.0000	58.0000	0.0100	1.0000	USD	1.0000	8,025,750.00	4,654,935.00	4,654,935.00	0.00	0.00
5BBQVB1	36186LAC7	GMACM HOME EQUITY LN TR SERIES 2007-HE2 CLASS A3 6.193% 12/25/2037 36186LAC7	48.0810	48.0000	48.0000	0.0100	1.0000	USD	1.0000	18,090,000.00	8,683,200.00	8,683,200.00	0.00	0.00
5BBQTZ9	36186LAD5	GMACM HOME EQUITY LN TR SERIES 2007-HE2 CLASS A4 6.424% 12/25/2037 36186LAD5	31.7589	44.0000	44.0000	0.0100	1.0000	USD	1.0000	21,330,000.00	9,385,200.00	9,385,200.00	0.00	0.00
5141557	38012TAD4	GMACM HOME EQUITY LOAN TRUST MTGPC/SERIES 2006-HE3 A-4-VAR 6.088% 10/25/2036 38012TAD4	81.7825	44.0000	44.0000	0.0100	1.0000	USD	1.0000	2,025,000.00	891,000.00	891,000.00	0.00	0.00
5BBKVN8	36186KAD7	GMACM HOME EQUITY LOAN TRUST MTGPC/SERIES 2007-HE1 A-4-VAR 5.952% 08/25/2037 36186KAD7	38.1446	44.0000	44.0000	0.0100	1.0000	USD	1.0000	4,050,000.00	1,782,000.00	1,782,000.00	0.00	0.00
5282351	361881AA3	GMD BONDHOLDER TRUST OFFSHORE TR CTF 144A 0% 12/31/2026 361881AA3	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	0.00
5281808	G3944MAA5	GMD BONDHOLDER TRUST OFFSHORE TR CTF REG S 0% 12/31/2026 G3944MAA5	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	0.00
5957171		GREAT 98-A SERIES A-2 FRN	0.0000	0.0010	0.0010	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	0.00
5246447	36228YAC9	GST NETWORK FUNDING INC SR SEC2 DISC NTE DEFAULT 10.50% 05/01/2008 36228YAC9	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	0.00
5329921	362359AC5	GT GROUP TELECOM INC SENIOR DISC EXCH NTS-DEFAULTED 13.25% 02/01/2010 362359AC5	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	14,000,000.00	0.00	0.00	0.00	0.00
5252671	422660AD2	HECHINGER CO *IN DEFAULT* 6.95% 10/15/2003 422660AD2	0.0000	1.5000	1.5000	0.0100	1.0000	USD	1.0000	5,892,000.00	88,380.00	88,380.00	0.00	0.00
5205553	422660AC4	HECHINGER CO SR DEBS 9.45% 11/15/2012 422660AC4	0.0000	1.5000	1.5000	0.0100	1.0000	USD	1.0000	20,158,000.00	302,370.00	302,370.00	0.00	0.00
5223763	457659AM2	INSILCO CORP SR SUB NOTE SER-B *IN DEFAULT* 12% 08/15/2007 457659AM2	0.0000	0.0625	0.0625	0.0100	1.0000	USD	1.0000	20,185,000.00	12,615.63	12,615.63	0.00	0.00
5143514	457661AA4	INSILCO HOLDINGG CO SR DISC NT 14% 08/15/2008 457661AA4	0.0000	0.0625	0.0625	0.0100	1.0000	USD	1.0000	6,750,000.00	4,218.75	4,218.75	0.00	0.00
5051503	462213AK5	IONICA PLC -SNR DISC NTS 15% 12/31/2049 462213AK5	0.0000	0.0010	0.0010	0.0100	1.0000	USD	1.0000	1,500,000.00	15.00	15.00	0.00	0.00
5033225	462213AJ8	IONICA PLC SR NOTE 13.50% 08/15/2006 462213AJ8	0.0000	0.0010	0.0010	0.0100	1.0000	USD	1.0000	1,500,000.00	15.00	15.00	0.00	0.00
5249169	465266AC8	IT GROUP INC SENIOR SUB NOTE SER B 11.25% 04/01/2009 465266AC8	0.0000	0.0100	0.0100	0.0100	1.0000	USD	1.0000	36,949,500.00	3,694.95	3,694.95	0.00	0.00
5574462	477122AV7	JET EQUIPMENT TR MEZZANINE NOTE CL B 95-B 7.83% 08/15/2012 477122AV7	0.0100	0.0100	0.0100	0.0100	1.0000	USD	1.0000	2,860,000.00	286.00	286.00	0.00	0.00
5142368	488035AE6	KELLSTROM INDS INC CONV SUB NOTES-*DEFAULTED* 5.50% 06/15/2003 488035AE6	0.0000	1.2500	1.2500	0.0100	1.0000	USD	1.0000	23,010,000.00	287,625.00	287,625.00	0.00	0.00
5125334	488035AC0	KELLSTROM INDS INC SUB NTS CONV 5.75% 10/15/2002 488035AC0	0.0000	1.2500	1.2500	0.0100	1.0000	USD	1.0000	15,209,000.00	190,112.50	190,112.50	0.00	0.00
LEHIQ	B2PJYC5	LEHMAN BROS HLDGS INC DEP SH REPSTG 1/100TH 7.95%	8.2500	0.0100	0.0100	1.0000	1.0000	USD	1.0000	36,718.00	367.18	367.18	0.00	0.00
5109706	537902AC2	LIVENT INC SR NTS - IN DEFAULT 9.375% 10/15/2004 537902AC2	0.0000	0.2500	0.2500	0.0100	1.0000	USD	1.0000	18,167,000.00	45,417.50	45,417.50	0.00	0.00
5278012	54986QAA5	LUKENS INC MEDIUM TERM NOTES 6.50% 02/01/2006 54986QAA5	0.0000	0.0625	0.0625	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	0.00
3502020	586169AN4	MEMPHIS TN HLTH EDL&HSG FAC BRD MFHR SECUR.-A-IN DEFAULT 8.68% 12/15/2049 586169AN4	0.0100	0.0000	0.0000	0.0100	1.0000	USD	1.0000	1,000,000.00	0.00	0.00	0.00	0.00
3681870	607168AY7	MOBILE ALA INDL DEV BRD SOLID WSTE DISP RV REF-MOBILE ENERGY 6.95% 01/01/2020 607168AY7	0.0100	25.0000	25.0000	0.0100	1.0000	USD	1.0000	9,294.00	2,323.50	2,323.50	0.00	0.00
3BBZCT2	64999BJL9	NEW YORK N Y CITY INDL DEV AGY SPL FAC REV NORTHWEST AIRLINES 6% 06/01/2027 64999BJL9	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	500,000.00	0.00	0.00	0.00	0.00
5C98570	62936EAF5	NPV VI INC 1998-2 HEALTH CARE RCVBLES NT 6.10% 5/1/2004 62936EAF5	0.0000	0.1250	0.1250	0.0100	1.0000	USD	1.0000	7,000,000.00	8,750.00	8,750.00	0.00	0.00
5368394	629377AL6	NRG ENERGY INC BONDS-DEFAULT 8.6250% 04/01/2031 629377AL6	0.0000	0.2300	0.2300	0.0100	1.0000	USD	1.0000	56,400,000.00	129,720.00	129,720.00	0.00	0.00
5310622	629377AG7	NRG ENERGY INC DEFAULT 8.25% 09/15/2010 629377AG7	0.0000	0.2300	0.2300	0.0100	1.0000	USD	1.0000	21,150,000.00	48,645.00	48,645.00	0.00	0.00
5368395	629377AK8	NRG ENERGY INC NOTES-DEFAULT 7.75% 04/01/2011 629377AK8	0.0000	0.2300	0.2300	0.0100	1.0000	USD	1.0000	21,150,000.00	48,645.00	48,645.00	0.00	0.00
5219666	629377AE2	NRG ENERGY INC SR NOTE 7.50% 06/01/2009 629377AE2	0.0000	0.2300	0.2300	0.0100	1.0000	USD	1.0000	30,550,000.00	70,265.00	70,265.00	0.00	0.00
5075991	629377AD4	NRG ENERGY INC SR NOTE 7.50% 06/15/2007 629377AD4	0.0000	0.2300	0.2300	0.0100	1.0000	USD	1.0000	30,550,000.00	70,265.00	70,265.00	0.00	0.00
5BDDFC1	629ESC9Q9	NWA A SEN - ESCROW CUSIP - 2.30% 12/31/2049 629ESC9Q9	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	20,000,000.00	0.00	0.00	0.00	0.00
5BDDFC4	629ESC9W6	NWA A SEN - ESCROW CUSIP - 2.39% 12/31/2049 629ESC9W6	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	2,000,000.00	0.00	0.00	0.00	0.00
5BDDFC3	629ESC9U0	NWA A SEN - ESCROW CUSIP - 2.52% 11/01/2004 629ESC9U0	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	6,500,000.00	0.00	0.00	0.00	0.00
5BDDFC2	629ESC9S5	NWA A SEN - ESCROW CUSIP - 5.52% 10/01/2007 629ESC9S5	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	40,275,000.00	0.00	0.00	0.00	0.00
5BDDDY9	629ESC9B2	NWA A SEN - ESCROW CUSIP - 6.36% 03/01/2005 629ESC9B2	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	27,250,000.00	0.00	0.00		

5245527	81375BAK8	SECURITIZED MULTIPLE ASSET RATED TR 1997-5ASSET BACKED 2005-5% 09/12/2005 81375BAK8	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	18,000,000.00	355.00	186.00	0.00	0.00	0.00	0.00	0.00
5C60831	81375BAN2	SECURITIZED MULTIPLE ASSET RATED TR ASSET BKD NT 7.056% 06/15/2005 81375BAN2	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	18,000,000.00	355.00	140.00	0.00	0.00	0.00	0.00	0.00
5E12094	81375BAM4	SECURITIZED MULTIPLE ASSET SERIES 1997-6 CL A-1 7.71% 11/15/2006 81375BAM4	0.0000	0.0010	0.0010	0.0100	1.0000	USD	1.0000	30,068,000.00	300.68	300.68	0.00	0.00	0.00	0.00	0.00
5237126	784123AF8	SFC NEW HLDGS INC SR SUB NT 13.25% 08/15/2003 784123AF8	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	7,000,000.00	0.00	0.00	0.00	17,530,050.00	0.00	0.00	0.00
5563864	836153AC0	SOURCE MEDIA INC SR SECD NTS 12.00000 11/01/2049 836153AC0	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	4,876,944.00	0.00	0.00	0.00	5,000,000.00	0.00	0.00	0.00
SSMR	867833600	SUNSHINE MNG & REFGN COMPANY PAR %0.01	0.0000	0.0000	0.0000	1.0000	1.0000	USD	1.0000	11,483,635.00	0.00	0.00	0.00	5,999,544.00	0.00	0.00	0.00
5070867	292689AC0	TXU - ENERGY GROUP OVERSEAS BV GTD NOTES 7.375% 10/9/98 7.425% 10/15/2017 292689AC0	32.7500	20.0000	20.0000	0.0100	1.0000	USD	1.0000	18,880,000.00	3,776,000.00	3,776,000.00	0.00	18,255,000.00	3,651,000.00	3,651,000.00	0.00
5071495	292689AD8	TXU - ENERGY GROUP OVERSEAS BV GTD NT 7.55% 10/15/2027 292689AD8	32.7500	20.0000	20.0000	0.0100	1.0000	USD	1.0000	30,633,000.00	6,126,600.00	6,126,600.00	0.00	21,450,000.00	4,290,000.00	4,290,000.00	0.00
5264525	873169AJ5	TXU EASTERN FUNDING CO GTD SR NOTE 6.75% 05/15/2009 873169AJ5	0.0000	4.0000	4.0000	0.0100	1.0000	USD	1.0000	8,650,000.00	346,000.00	346,000.00	0.00	10,167,000.00	406,680.00	406,680.00	0.00
5264215	873169AF3	TXU EASTERN FUNDING GTD SR NT- IN DEFAULT 6.45000 05/15/2005 873169AF3	0.0000	4.0000	4.0000	0.0100	1.0000	USD	1.0000	4,037,000.00	161,480.00	161,480.00	0.00	815,000.00	32,600.00	32,600.00	0.00
5261756	92326YAF6	VENTURE HOLDINGS TRUST *IN DEFAULT* 11.00000 12/31/2049 92326YAF6	0.0000	0.1250	0.1250	0.0100	1.0000	USD	1.0000	11,475,000.00	14,343.75	14,343.75	0.00	10,575,000.00	13,218.75	13,218.75	0.00
5102085	92326YAD1	VENTURE HOLDINGS TRUST SR NOTE SER B 9.50% 07/01/2005 92326YAD1	0.0000	0.1250	0.1250	0.0100	1.0000	USD	1.0000	7,125,000.00	8,906.25	8,906.25	0.00	7,125,000.00	8,906.25	8,906.25	0.00
VIAHF	G93447111	VIATEL HOLDING BERMUDA LIMITED NEW	1.0000	1.0000	1.0000	1.0000	1.0000	USD	1.0000	187.00	187.00	187.00	0.00	164.00	164.00	164.00	0.00
5726350	93934WAA3	WASHINGTON MUT PFD FDG TR I PERPETUAL 144A *IN DEFAULT* 6.534% 12/29/2049 93934WAA3	10.1880	0.0000	0.0000	0.0100	1.0000	USD	1.0000	5,980,000.00	0.00	0.00	0.00	7,020,000.00	0.00	0.00	0.00
WAMPO	939322814	WASHINGTON MUTAL INC 7.75% SERIES R NON CUM PERPETUAL CONV PREFERRED STOCK	285.0000	0.0000	0.0000	1.0000	1.0000	USD	1.0000	5,520.00	0.00	0.00	0.00	6,480.00	0.00	0.00	0.00
5002385	960080AB5	WESTFED HOLDINGS INC MNT SER DEB SPLT CPN 15.50% 09/15/2049 960080AB5	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	1,000.00	0.00	0.00	0.00
5042652	978093AE2	WOLVERINE TUBE INC SENIOR NOTE SER B 10.50% 04/01/2009 978093AE2	92.0000	85.0000	85.0000	0.0100	1.0000	USD	1.0000	966,000.00	821,100.00	821,100.00	0.00	241,000.00	204,850.00	204,850.00	0.00
C010314	125127159	WTS CD RADIO INC EXP 5/15/2009 ACCREDITED INVS	0.0000	0.0000	0.0000	1.0000	1.0000	USD	1.0000	18,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ICGCW	449246115	WTS ICG COMMUNICATIONS INC	0.0000	0.0000	0.0000	1.0000	1.0000	USD	1.0000	11,911.00	0.00	0.00	0.00	7,054.00	0.00	0.00	0.00
W003885	94769A119	WTS WEBLINK WIRELESS EXP PENDING 2012	0.0000	0.0000	0.0000	1.0000	1.0000	USD	1.0000	201,455.00	0.00	0.00	0.00	134,303.00	0.00	0.00	0.00
5322253	55376WAD1	MTS INC SR SUB NOTE 9.375% 03/19/2009 55376WAD1	0.0000	4.5000	4.5000	0.0100	1.0000	USD	1.0000	4,036,450.00	181,640.25	181,640.26	0.01	2,610,135.00	117,456.08	117,456.08	0.00
5955774	CH0001188025	SASEA HOLDINGS 3.25% 10/01/2042	0.0000	1.1800	1.1800	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	17,100.00	201.78	208.79	7.01
5C58202	393505YC0	GREENTREE FINANCIAL CORPORATION MTGPC/SERIES 7.75% 03/15/2028 393505YC0	0.0000	0.0056	0.0056	0.0100	1.0000	USD	1.0000	795,000.00	44.63	79.50	34.87	680,000.00	38.18	68.00	29.82
5273066	195204AA0	COLO.COM SR NOTE 144A - IN DEFAULT 13.875% 03/15/2010 195204AA0	0.0000	0.0082	0.0082	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	4,293,000.00	354.07	429.30	75.23
5C48250	393505UY6	GREEN TREE FINL CORP SER 1997-4 MFD HSG SR/SUB 7.73% 02/15/2029 393505UY6	0.0000	0.0056	0.0056	0.0100	1.0000	USD	1.0000	4,644,999.00	261.43	464.50	203.07	3,956,000.00	222.66	395.60	172.94
5258646	CH0001129714	MAXWELL COMMUNICATIONS VAR RATE LIQUID 5% 12/31/2050	0.0000	1.0500	1.0500	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	1,897,324.00	19,921.90	20,614.54	692.64
5127481	XS0045549812	MAXWELL COMMUN 8.375% 09/01/2030	0.0000	0.4500	0.4500	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	7,943,000.00	35,743.50	37,285.67	1,542.17
5054115	DE0004115027	MAXWELL COMMUNICATIONS EURO DEBS 0% 06/15/2049 G59024AF9	0.0000	0.3100	0.3100	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	16,459,000.00	51,022.90	52,852.07	1,829.17
5463379	CH0001207908	SAIRGROUP *IN DEFAULT* 5.125% 03/01/2003 H83970AX33	10.1559	10.2564	10.2564	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	115,000.00	11,794.87	14,336.46	2,541.59
5445610	U29302AJ2	ENRON CORP EURO DEB 0.97% 12/31/2049 U29302AJ2	0.0000	0.0140	0.0140	0.0100	1.0000	USD	1.0000	213,000,000.00	29,820.00	32,134.41	2,314.41	87,000,000.00	12,180.00	13,125.32	945.32
5573732	717113AA2	PHAR-MOR INC SR NOTE-DEFAULTED 11.72% 09/11/2002 717113AA2	0.0000	0.7446	0.7446	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	1,884,000.00	14,028.53	18,840.00	4,811.47
5442794	29357YAD5	ENRON CREDIT LINKED NOTES TR STERLINGS CREDIT LINKED NOTE 7.25% 05/24/2006 29357YAD5	0.0000	1.0000	1.0000	0.0100	1.0000	USD	1.0000	1,000,000.00	10,000.00	19,998.54	9,998.54	0.00	0.00	0.00	9,998.54
5446359	U29302AG8	ENRON CORP DEFAULT 0.678% 12/31/2049 U29302AG8	0.0000	0.0140	0.0140	0.0100	1.0000	USD	1.0000	460,000,000.00	64,400.00	69,398.26	4,998.26	540,000,000.00	75,600.00	81,467.53	5,867.53
5478585	CH0007054882	POLLY PECK 5.625% 09/20/2049	0.0000	0.5000	0.5000	0.0100	1.0000	USD	1.0000	15,535,000.00	77,675.00	84,680.52	7,005.52	27,855,000.00	139,275.00	144,131.86	4,856.86
5131393	CH0007055665	POLLY PECK INTL FINANCE CHF 6.25% 03/29/2049	0.1766	0.5000	0.5000	0.0100	1.0000	USD	1.0000	18,090,000.00	90,450.00	98,607.70	8,157.70	18,950,000.00	94,750.00	99,989.10	5,239.10
5271493	CH0000939394	SWISSAIR DEFAULTED 5.50% 07/23/2004	0.0000	10.2600	10.2600	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	750,000.00	76,950.00	93,498.66	16,548.66
5449494	H83970AJ4	SAIRGROUP 2.775% 09/10/2049 H83970AJ4	10.1559	10.2564	10.2564	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	1,750,000.00	179,487.18	210,108.44	30,621.26
5BBQTY6	36186LAG8	GMACM HOME EQUITY LN TR SERIES 2007-HE2 CLASS A6 6.249% 12/25/2037 36186LAG8	46.2138	44.0000	44.0000	0.0100	1.0000	USD	1.0000	3,450,000.00	1,518,000.00	1,535,250.00	17,250.00	4,050,000.00	1,782,000.00	1,802,250.00	20,250.00
5461232	CH0001207569	SAIRGROUP ZUERICH VARIABLE RATE 4.125% 02/15/2013 H83970AU9	10.9948	10.5600	10.5600	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	2,035,000.00	214,896.00	253,693.03	38,797.03
5262964	78442FDQ8	SLM CORP MEDIUM TERM NTS 3.06% 07/27/2009 78442FDQ8	94.5000	88.0000	88.0000	0.0100	1.0000	USD	1.0000	1,840,000.00	1,619,200.00	1,638,704.00	19,504.00	2,160,000.00	1,900,800.00	1,923,696.00	22,896.00
NWA	667280408	NORTHWEST AIRLS CORP	9.8500	9.8000	9.8500	1.0000	1.0000	USD	1.0000	416,436.00	4,101,894.60	4,122,716.40	20,821.80	445,643.00	4,389,583.55	4,411,865.70	22,282.15
5381485	125581AV0	CIT GROUP INC NEW SR NT 3.04938% 01/30/2009 125581AV0	97.7330	90.0940	90.0940	0.0100	1.0000	USD	1.0000	1,650,000.00	1,486,551.00	1,511,730.00	25,179.00	1,350,000.00	1,216,269.00	1,236,870.00	20,601.00
5574272	13135BAE6	CALPINE GENERATING CO 9.07% 04/01/2009 13135BAE6	0.0000	0.2500	0.2500	0.0100	1.0000	USD	1.0000	14,800,000.00	37,000.00	74,000.00	37,000.00	5,200,000.00	13,000.00	26,000.00	13,000.00
5BBQZT6	36186LAB9	GMACM HOME EQUITY LN TR SERIES 2007-HE2 CLASS A2 6.054% 12/25/2037 36186LAB9	48.9240	49.0000	49.0000	0.0100	1.0000	USD	1.0000	3,523,920.00	1,726,720.80	1,761,960.00	35,239.20	4,429,080.00	2,170,249.20	2,214,540.00	44,290.80
5741989	247361VR6	DELTA AIR PTC 1990-G3 10.79% 09/26/2013 247361VR6	84.5000	25.5343	25.5343	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	10,772,000.00	2,750,554.80	2,830,364.54	79,809.74
5252629	XS0103759089	S-AIR GROUP FIN 7.50% 11/15/2007	0.0000	3.3150	3.3150	0.0100	1.0000	USD	1.0000	2,270,000.00	75,250.50	124,850.00	49,599.50	1,730,000.00	57,349.50	95,150.00	37,800.50
5666251	125568AB1	CIT GROUP FUNDING CO CDA SR NT 4.65% 07/01/2010 125568AB1	85.7500	65.0000	65.0000	0.0100	1.0000	USD	1.0000	550,000.00	357,500.00	486,640.00	129,140.00	450,000.00	292,500.00	398,160.00	105,660.00
5169833	963150AA5	WHEELING PITTSBURGH STL CORP SR SECD NT 6% 08/01/2010 963150AA5	55.0000	97.0000	97.0000	0.0100	1.0000	USD	1.0000	6,705,304.00	6,504,144.88	6,705,304.00	201,159.12	2,274,859.00	2,206,613.23	2,274,859.00	68,245.77
5634664	125577AV8	CIT GROUP INC R/MD 5.09125 12/19/2008 2.72875% 12/19/2008 125577AV8	98.6360	93.0000	93.0000	0.0100	1.0000	USD	1.0000	3,300,000.00	3,069,000.00	3,219,810.00	150,810.00	2,700,000.00	2,511,000.00	2,634,390.00	123,390.00
5435819	CH0003532998	SWISSAIR CORP ***IN DEFAULT 6.25% 04/12/2005	0.0000	10.2600	10.2600	0.0100	1.0000	USD	1.0000	10,000,000.00	1,026,000.00	1,313,311.99	287,311.99	0.00	0.00	0.00	287,311.99
5555517	247361VV7	DELTA AIR LINES INC DEL EQUIP TR CTF SER 1990 C 10.79% 03/26/2014 247361VV7	81.5000	34.1771	34.1771	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00				